San Mateo County Board of Supervisors

AGENDA

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

County Manager/
Clerk of the Board
John L. Maltbie

County Counsel
John C. Beiers

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REGULAR MEETING
SAN MATEO COUNTY BOARD OF SUPERVISORS
TUESDAY, FEBRUARY 26, 2013
9:00 A.M.

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

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

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

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

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

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

PRESENTATIONS AND AWARDS

1. Presentation on the Winter Spare the Air Program by the Bay Area Air Quality Management District (Supervisor Carole Groom)

2. Bay Area Air Quality Management District's San Mateo County Employers' Great Race trophy presentation (Supervisor Carole Groom)

MATTERS SET FOR SPECIFIED TIME

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

3. 9:00 a.m.

   Acting as the Governing Board of County Service Area No. 8 (North Fair Oaks area), conduct a public hearing to adopt a Resolution adopting the garbage and recyclables collection rates for County Service Area No. 8 (Public Works)

   1) Report and recommendation

   2) Close public hearing

   3) Adopt resolution

REGULAR AGENDA

HUMAN SERVICES AGENCY

4. Director's Report

PUBLIC WORKS

5. Resolution authorizing an agreement with the Coastside Adult Day Health Center to conduct the Pacific Coast Dream Machines Event at the Half Moon Bay Airport on Saturday, April 27 and Sunday, April 28, 2013 (4/5ths vote required)

COUNTY MANAGER

6. Introduction of an ordinance repealing Ordinance Number 03170, which implemented California Revenue and Taxation Code section 69.5 concerning the transfer of a property's base year value for qualifying homeowners over the age of 55 and waiver of reading the ordinance in its entirety

7. Accept report on updated Measure A spending priorities and next steps

8. County Manager's Report #2: Approve funding for seven grant applications for the first round of Community Corrections Partnership Competitive Matching Grant Program funding, in the amount of $681,270

BOARD OF SUPERVISORS

9. 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.

10. Approve the minutes from the meeting of February 12, 2013

BOARD OF SUPERVISORS

11. Resolutions authorizing the submittal of two grant applications to the California Department of Transportation to conduct a Comprehensive Transportation Management Plan in an amount not to exceed $600,000 (Supervisor Don Horsley)

12. Recommendation for appointments to the Housing and Community Development Committee, terms ending December 31, 2017: (Supervisor Don Horsley)

    A) Aaron Baca representing Member At-Large; and

    B) Bonnie Tendencia representing Member At-Large

13. Recommendation for appointments to the Domestic Violence Council, terms ending December 31, 2017: (Supervisor Don Horsley)

    A) Kristi Denham representing Member At-Large; and

    B) Victoria Colligan representing Member At- Large

14. Recommendation for appointments to the Resource Conservation District, terms ending December 31, 2014: (Supervisors Carole Groom and Don Horsley)

    A) Barbara Kossy as a designee of Louie Figone; and

    B) David G. Holland as a designee of Marian Bennett

15. Recommendation for the reappointment of Neal Kramer o the Resource Conservation District Board of Directors as a designee of Ronald Moldovan, term ending December 31, 2014 (Supervisors Carole Groom and Don Horsley)

CONTROLLER

16. Resolution authorizing:

A) An amendment to the agreement with Padmakumar Nagarajan to provide property tax software development and support services, extending the term through June 30, 2013, and increasing the amount by $69,360 to $152,560; and

B) An amendment to the agreement with Keyser Marston Associates, Inc. to provide Redevelopment Agency dissolution services, increasing the amount by $67,500 to $164,000

C) Resolution authorizing a transfer in the amount of $557,984 as follows: $140,000 from Non-Departmental ERAF Reserves to Non-Departmental Services and Supplies and the balance from the following Controller Office accounts: $140,000 from Intrafund Transfers, $237,984 from Unanticipated Intergovernmental Revenues, $20,000 from Regular Hours Permanent Position, and $20,000 from Unanticipated Miscellaneous Reimbursements, to the following Controller's Office accounts: $270,948 to Other Professional Contract Services, $6,800 to Department Employee Training, $121,406 to Automation Services ISD, $3,959 to Departmental Reserves, $14,871 to Regular Hours

COUNTY COUNSEL

17. Resolution providing for the issuance Ravenswood City School, County of San Mateo, State of California, District 2013-14 Tax and Revenue Anticipation Notes

COUNTY MANAGER

18. A) Resolution authorizing the County Manager or his designee to:

1) Execute an amendment to the Property Management Agreement with Orchard Commercial, Inc., for Circle Star Plaza increasing the not to exceed amount by $350,000 to a total of $530,000; and

2) Accept or execute on behalf of the County any and all notices, consents, approvals, terminations, and other documents in connection with the amendment and agreement, that further the intent of the Resolution and the Board

B) Resolution authorizing a transfer in the amount of $350,000 from Non-departmental ERAF reserves to Non-departmental Management Services

19. Resolution authorizing:

A) The County Manager or the Deputy County Manager for Community Services to execute a Lease Agreement pursuant to Uncodified Ordinance No. 04618 with Starburst 1 Inc., a corporation organized under the laws of the State of Delaware, as tenant, at One Circle Star Way, San Carlos at initial monthly rents of $233,833 for 103,948 square feet, increasing to $271,304.28 in year six with an option to extend for additional 36 months at a rent adjusted 10 100% of prevailing market rates; and

B) Payment of a Real Estate Broker's Commission; and

C) The County Manager or his designee to accept or execute on behalf of the County any and all notices, consents, approvals, terminations, and other documents in connection with the Lease Agreement, that further the intent of this Resolution and the Board

COURTS

20. Recommendation for the appointment of Gurjeet Singh Chahal to the Juvenile Justice & Delinquency Prevention Youth Commission, term expires December 31, 2016

GOVERNING BOARDS

21. Acting as the Governing Board of the County and the County governed special districts, adopt a Resolution: (Public Works)

    A) Adopting the San Francisco Bay Area Integrated Regional Water Management Plan; and

    B) Authorizing the Director of Public Works and Parks, or his designee, to execute and submit all documents, which may be required to submit projects to the San Francisco Bay Area Integrated Regional Water Management Plan for funding

22. Acting as the Governing Board of the In-Home Supportive Services Public Authority adopt a Resolution authorizing an increase in the Public Authority rate and submission of the Resolution to the California Department of Social Services (Health System)

HEALTH SYSTEM

23. Resolution authorizing an agreement with Asian American Recovery Service, North County Outreach Collaborative to provide Medi-Cal Outreach, Linkage and Case Management services to emotionally disturbed youth and others residing in the north region of San Mateo County for the term of July 1, 2012 through June 30, 2014, in an amount not to exceed $315,288

24. Resolution authorizing an amendment to the agreement with Pacific Footcare Podiatry Group to provide podiatry services, increasing the amount by $81,870 to $345,000

25. Resolution authorizing an agreement with Psynergy Programs, Inc. for residential mental health services for the term of March 1, 2013 through June 30, 2015, in the amount of $495,000

26. Resolution waiving the Request for Proposals process and authorizing an amendment to the agreement with Health Care Interpreter Network for voice and video medical interpreting services, extending the term through June 30, 2015, increasing the amount by $400,000 for a new amount not to exceed $500,000

27. Resolution authorizing an agreement with Chris Threatt, MD to provide urology services for the term of February 1, 2013 through January 31, 2014, in the amount of $240,000

HUMAN RESOURCES

28. Report recommending the denial of claims (Non-culpable)

29. Adoption 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, previously introduced on February 12, 2013 and waiver of reading the ordinance in its entirety

HUMAN SERVICES AGENCY

30. Resolution authorizing:

    A) A revenue agreement with the State Department of Community Services and Development for the purpose of delivering Safety Net Services for the term of January 1, 2013 through December 31, 2013, in the amount of $115,345

    B) Director of the Human Services Agency or the Director's designee to execute contract amendments in an amount up to $312,210

31. Resolution authorizing an agreement with WestEd to design and implement an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities, for the term of October 22, 2012 through June 30, 2015, in the amount of $365,000

32. Resolution authorizing an amendment to the agreement with El Centro de Libertad to continue providing court-ordered alcohol/drug testing and alcohol and other drug assessments, increasing the amount by $50,000 to $200,000

PLANNING AND BUILDING

33. A) Resolution amending the San Mateo County Implementing Procedures for Administering the California Environmental Quality Act and adopting a new Initial Study Environmental Evaluation Checklist pursuant to Section 15063 of the California Environmental Quality Act

    B) Make the findings listed in Attachment A

PUBLIC WORKS

34. Resolution:

    A) Adopting the Construction Task Catalogs, Specifications, and conformance with prevailing wage scale requirements for the County of San Mateo FY 2013-14 Job Order Contracts for General Construction with application throughout the County; and

B) Authorizing the Director of Public Works to call for sealed bids to be received by Tuesday, March 19, 2013, at 2:30 p.m. in the office of the Clerk of the Board of Supervisors

SHERIFF

35. Adoption an ordinance amending the Master Salary Ordinance to add one Information Technology Supervisor position in the Sheriff's Office, previously introduced on February 12, 2013 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 - Existing Litigation**

County of Colusa, et al v. Toby Douglas, et al.
Sacramento County Superior Court Case No. 509185

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

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

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

D) Initiation of litigation pursuant to subdivision (c) 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/department/bos/home/0,2151,1864_26218,00.html. The San Mateo County Ordinance Code can be accessed on the World Wide Web at: http://library2.municode.com/default-now/home.htm?infobase=16029&doc_action=whatsnew

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

Date: January 31, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: Complied Required Notification
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: **Executive Summary**: Adoption of Garbage and Recyclables Collection Rates in County Service Area. No. 8 (North Fair Oaks Area)

RECOMMENDATION:
Acting as the Governing Board of County Service Area No. 8 (North Fair Oaks area), adopt a Resolution adopting the garbage and recyclables collection rates for County Service Area No. 8.

BACKGROUND:
On October 20, 2009, your Board adopted Resolution No. 070423 which approved a franchise agreement with Recology San Mateo County (RSMC) from January 1, 2011 through December 31, 2020. These services began on January 1, 2011 and have been provided to County Service Area No. 8 (CSA-8) and the unincorporated franchised areas (County franchised area) within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitation District.

On February 15, 2011, your Board adopted Resolution No. 071268, adopting the garbage and recyclables collection rates for CSA-8 effective March 1, 2011 and your Board has approved charges based on the adopted rates for FYs 2011-12 and 2012-13.

On January 8, 2013 your Board adopted Resolution No. 072318 which set 9:00 a.m. on February 26, 2013, in your Chambers, as the time and place for a public hearing regarding the adoption of the proposed garbage and recyclables collection rates for CSA-8.

The process to be followed for adopting the garbage and recyclables collection rates includes:

1. Hold a public hearing and receive testimony on the proposed rates.

2. After considering all written and oral objections to the proposed rates, close the public hearing and determine if there is a majority protest to the proposed garbage and recyclables collection rates.

If a majority protest occurs, your Board would be prevented from adopting the rates.

DISCUSSION:
The RSMC franchise agreement allows for specific adjustments in RSMC's compensation during the first three rate years to support providing services to the rate payers. The SBWMA compiled data from the RSMC compensation application, data from South Bay Recycling (Shoreway Environmental Center site facility operator), and information regarding member agency fees and other associated costs into a consolidated rate report (SBWMA 2013 Rate Report). Additionally, the Department conducted a detailed independent analysis and is recommending a 2.6% rate increase for customers receiving commercial services and a 6.1% rate increase for customers receiving cart services. The most significant factors contributing to the rate increase for CSA-8 is due to the reallocation of costs associated with agency facility accounts and customer accounts in surrounding jurisdictions incorrectly attributed to CSA-8. These two factors increased costs and decreased revenue in CSA-8.

The recommended rates would be retroactive and effective on January 1, 2013. The charges based on the rates will appear on the property owner's tax bill for FY 2013-14 for all parcels with dwelling units, and any additional services will be billed by RSMC. Commercial parcels without dwelling units will continue to be billed by the service provider for all services. Additionally, any Unscheduled Services requested by the customer will be billed directly to the customer by RSMC. The recommended rate for two 32-gallon carts or one 64-gallon garbage cart is $26.21 per month. This represents an increase of $1.51 per month from the rates previously approved by your Board on February 15, 2011, for the minimum level service parcels. Without a rate increase, the Department has estimated that the revenue shortfall in CSA-8 for 2013 would be $100,786 plus interest.

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

Approval of this action will contribute to the Shared Vision 2025 outcome of a Collaborative Community by continuing to promote regional solutions as a SBWMA member agency while informing and engaging residents in the process to adopt garbage and recyclables collection rates for CSA-8.

FISCAL IMPACT:
There is no impact to the General Fund. The recommended rates reflect a 6.1% rate increase over the current rates for residential dwellings and commercial parcels utilizing cart services, and a 2.6% increase over the current rates for parcels that subscribe to commercial bin or box services.

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

Date: January 25, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: Complied Required Notification
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Adoption of Garbage and Recyclables Collection Rates in County Service Area. No. 8 (North Fair Oaks Area)

RECOMMENDATION:
Acting as the Governing Board of County Service Area No. 8 (North Fair Oaks), adopt a Resolution adopting the garbage and recyclables collection rates for County Service Area No. 8.

BACKGROUND:
On October 20, 2009, your Board adopted Resolution No. 070423 which approved a franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and solid waste from January 1, 2011 through December 31, 2020. These services began on January 1, 2011 and have been provided to County Service Area No. 8 (CSA-8) and the unincorporated franchised areas (County franchised area) within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitation District.)

On February 15, 2011, your Board adopted Resolution No. 071268, adopting the garbage and recyclables collection rates for CSA-8 effective March 1, 2011.

On July 26, 2011, your Board adopted Resolution No. 071536, approving the "FY 2011-12 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8 based on the effective rates.

On July 24, 2012, your Board adopted Resolution No. 072081, approving the "FY 2012-13 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8 based on the effective rates.

On January 8, 2013 your Board adopted Resolution No. 072318 which set 9:00 am on February 26, 2013, at your regularly scheduled Board meeting, as the time and place for a public hearing on the proposed garbage and recyclables collection rates for CSA-8.

The process to be followed for adopting the garbage and recyclables collection rates includes:

1. Hold a public hearing and receive testimony on the proposed rates.

2. After considering all written and oral objections to the proposed rates, close the public hearing and determine if there is a majority protest to the proposed garbage and recyclables collection rates.

3. If there is a majority protest, terminate the consideration of adopting rates for garbage and recyclables in CSA-8.

4. If there is not a majority protest, adopt the resolution and set the garbage and recyclables collection rates for CSA-8, effective January 1, 2013.

If a majority protest occurs, the Board would be prevented from adopting the rates.

DISCUSSION:
The transition to RSMC collection services has resulted in significantly expanded collection of recyclable and organic materials and increased diversion of waste from landfills. The increase in diversion of solid waste helps to achieve diversion goals for CSA-8 and the County franchised area.

The RSMC franchise agreement allows for specific adjustments in RSMC's compensation during the first three rate years to support providing services to the rate payers. To make adjustments for the 2013 rate year, RSMC is required to submit a contractor's compensation application based on actual services provided in 2012, along with projected costs for providing service in the 2013 rate year. The application was submitted to the SBWMA for their review.

The SBWMA compiled data from the RSMC compensation application, data from South Bay Recycling (Shoreway Environmental Center site facility operator), and information regarding member agency fees and other associated costs into a consolidated rate report (SBWMA 2013 Rate Report). The rate increases or decreases recommended in the SBWMA 2013 Rate Report represent rate adjustments for each member agency that the SBWMA believed would meet the revenue requirements to provide garbage and recyclables collection services for 2013. On September 27, 2012, the SBWMA Board approved the final SBWMA 2013 Rate Report and on November 28, 2012 SBWMA staff provided revised rate adjustment information based on Member Agency feedback. Attachment "A" summarizes the "revised" Rate Adjustment Percentages provided by SBWMA for the SBWMA 2013 Rate Report. The rate adjustments for CSA-

8 in the SBWMA 2013 Rate Report and “revised” rate adjustments were -0.9% and 4.8%, respectively.

The Department conducted a detailed independent analysis of the customer base, existing and anticipated service levels, billing frequencies, and revenue requirements for CSA-8 and is recommending a 2.6% rate increase for customers receiving commercial bin or box services and a 6.1% rate increase for customers receiving cart services, which are primarily residential customers. The difference in the percentages per type of service is due primarily to an increase in the operational costs for servicing carts versus bins or boxes. The 2013 recommended rates for CSA-8 are listed in Exhibit “A” to the Resolution.

The SBWMA Rate Report noted that rate increases were primarily due to the following: a 2012 estimated base revenue reconciliation shortfall, performance incentive/disincentive payments (and Liquidated Damages) for 2011 for meeting or exceeding diversion goals, service level adjustments, reallocation of costs for agency facility services (i.e. public cans, venues and events), adjustments in disposal and processing costs at the Shoreway Facility, Consumer Price Index adjustments for the curbside Household Hazardous Waste collection program, adjustments to the franchise fees based upon the revenue projections, and adjustments to the revenue projections for the 2011 rate year based upon actual revenue received.

Based upon the Department’s analysis, the most significant factors contributing to the recommended rate increase for CSA-8 is due to the reallocation of costs associated with agency facility accounts and customer accounts in surrounding jurisdictions incorrectly attributed with CSA-8. These two factors increased costs and decreased revenue in CSA-8 and were the most notable contributions to the “revised” rate adjustments provided by the SBWMA.

RSMC’s costs are broken into nine cost categories and each is allocated based upon four operational statistics specific to CSA-8. These operational statistics are updated annually in May and include: route labor hours, route hours, containers in service, and the number of customer accounts serviced. Additional adjustments by RSMC for the 2013 rate year included a reduction in administrative costs, changes in capital, depreciation expenses, collective bargaining agreements (CBA) increases, and pension payments to CBA employees on worker’s compensation.

The recommended rates would be retroactive and effective on January 1, 2013. The charges based on the rates will appear on the property owner’s tax bill for FY 2013-14 for all parcels with dwelling units, pursuant to County Ordinance Codes 4.04.200 and 4.04.220 and any additional services will be billed by RSMC. Commercial parcels without dwelling units will continue to be billed by the service provider for all services. Additionally, any Unscheduled Services requested by the customer will be billed directly to the customer by RSMC. The recommended rate for two 32-gallon carts or one 64-gallon garbage cart is $26.21 per month. This represents an increase of $1.51 per

month from the rates previously approved by your Board on February 15, 2011, for the minimum level service parcels.

The recommended rates will continue to reflect a five percent (5%) franchise fee that will be paid to the County from RSMC. Without a rate increase, the Department has estimated that the revenue shortfall in CSA-8 for 2013 would be $100,786 plus interest. The franchise agreement with RSMC requires that interest be paid by the County on any balance owed to RSMC resulting from adopted rates that are insufficient to meet the revenue requirements.

The franchise agreement included fees for Unscheduled Services (Attachment Q of the Franchise Agreement) that your Board reaffirmed through the rate adoption process for the County franchised area on December 11, 2012. The Unscheduled Services are generally those additional elective services that are specifically requested by and paid for by the ratepayer, in addition to the basic collection service charges. The Unscheduled Service fees are not property related fees and therefore not subject to the Proposition 218 rate setting requirements. The franchise agreement allowed for a Consumer Price Index increase to the Unscheduled Services Fees.

Information regarding the proposed rates has been posted to the Department's website and the Department has complied with the public notification process outlined in the January 8, 2013 Board Report by completing the following:

1. Posted information on the Department's websites regarding the proposed rates and the SBWMA 2013 Rate Report, and published a Notice of Public Hearing in a newspaper of general circulation once per week for two consecutive weeks prior to the hearing.

2. Articles XIIC and XIID of the State Constitution (Proposition 218) requires that a notice be sent to property owners alerting them of the public hearing to consider any new or increased property related fees. In compliance with the law, 3,057 notices were sent to property owners in CSA-8 via mail on January 11, 2013, that included information about the proposed rates, the date, time, and place of the public hearing, and the process for rejecting the fees via a "majority protest" at a public hearing.

At the time this report was prepared, the Department had received three valid written protests on the proposed garbage and recyclables collection rates. We will report to your Board on any written protests that are received up to and including the date and time of the public hearing.

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

Approval of this action will contribute to the Shared Vision 2025 outcome of a Collaborative Community by continuing to promote regional solutions as a SBWMA

member agency while informing and engaging residents in the process to adopt garbage and recyclables collection rates for CSA-8.

FISCAL IMPACT:
There is no impact to the General Fund. The recommended rates reflect a 6.1% rate increase over the current rates for residential dwellings and commercial parcels utilizing cart services, and a 2.6% increase over the current rates for parcels that subscribe to commercial bin or box services.

Attachment: Attachment “A”

Attachment "A"

Total Collection Rate Impact by Member Agency – 2013 (Source: Revised Table for SBWMA 2013 Rate Report – November 28, 2012)							
	2013 Total SBWMA Member Agencies	**Town of Atherton**	**City of Belmont**	**City of Burlingame**	**City of East Palo Alto**	**City of Foster City**	**Town of Hillsborough**
Rate Adjustment Percentage	5.0%	-5.9%	*	-9.1%	5.5%	-6.0%	-15.7%
	City of Menlo Park	**CSA-8 (North Fair Oaks)**	**City of Redwood City**	**City of San Carlos**	**City of San Mateo**	**West Bay Sanitary District**	**County Franchised Area**
Rate Adjustment Percentage	2.3%	4.8%**	-4.2%***	12.0%	11.0%	5.4%	9.1%****

* The City of Belmont calculates their rate adjustments independent of the SBWMA Rate Report process.

** The Department is recommending a 2.6% rate increase for customers receiving bin or box services, and a 6.1% rate increase for parcels with cart services based on a detailed analysis of CSA-8 collection service requirements. This represents an overall 4.4% rate increase.

***Redwood City is proposing a 3% rate increase.

**** The Department recommended a 9.1% rate increase based on a detailed analysis of County franchised area collection service requirements.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA ACTING AS THE GOVERNING BOARD OF COUNTY SERVICE AREA NO. 8 (NORTH FAIR OAKS AREA)

* * * * * *

RESOLUTION ADOPTING THE GARBAGE AND RECYCLABLES COLLECTION RATES FOR COUNTY SERVICE AREA NO. 8 (NORTH FAIR OAKS AREA)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, as the governing board of County Service Area No. 8 (CSA-8), that

WHEREAS, on October 20, 2009, this Board adopted Resolution No. 070423, which approved a new franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and solid waste in CSA-8, and in the Unincorporated Franchised Area within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitary District from January 1, 2011 through December 31, 2020; and

WHEREAS, RSMC began service in the SBWMA service area on January 1, 2011; and

WHEREAS, on February 15, 2011, this Board adopted Resolution No. 071268, adopting the garbage and recyclables collection rates for CSA-8 effective March 1, 2011; and

WHEREAS, on July 26, 2011, this Board adopted Resolution No. 071536, approving the "FY 2011-12 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8" based on the effective rates; and

WHEREAS, on July 24, 2012 this Board adopted Resolution No. 072081, the "FY 2012-13 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8" based on the effective rates; and

WHEREAS, on December 11, 2012, your Board adopted Resolution No. 072276 reaffirmed the fees for Unscheduled Services (Attachment Q of the Franchise Agreement) for additional services that the ratepayers specifically request and are paid for by the ratepayer and these fees are subject to increases or decreases based upon the Consumer Price Index. The Unscheduled Service fees are not property related fees and, therefore, not subject to the Prop 218 rate setting requirements; and

WHEREAS, the Director of Public Works and Parks has recommended garbage and recyclables collection rates for the CSA-8 in Exhibit "A" to this Resolution; and

WHEREAS, on January 8, 2013 your Board adopted Resolution No. 072318 which set 9:00 am on February 26, 2013, at your regularly scheduled Board meeting, as the time and place for a public hearing on the proposed garbage and recyclables collection rates for CSA-8 and directed the Director of Public Works and Parks to publish a notice of the public hearing in a newspaper of general circulation and send a written notice of the proposed garbage and recyclables collection rates to the record owner of each parcel within the CSA-8; and

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

WHEREAS, the Director of Public Works has had said notice of the public hearing published in a newspaper of general circulation and provided written notice of the proposed rates to the record owner of each parcel within CSA-8 in accordance with the requirements of Proposition 218; and

WHEREAS, the Board heard and considered all protests and objections to said garbage and recyclable collection rates, has determined that a majority protest does not exist, and has determined the said rates should be adopted.

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

Effective January 1, 2013, the garbage and recyclables collection rates for service provided pursuant to the Franchise Agreement for the CSA-8 are as set forth in Exhibit “A” to this Resolution, which is attached hereto and incorporated by reference.

* * * * * *

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8
Effective January 1, 2013

Table 1. Garbage and Recyclables Curbside Collection Rates*

(1 - 4 residential dwelling units per parcel)

Quantity	Size of the Container	Frequency of Pick-Up	Current Rate ($/month)	Proposed Rate ($/month)
2	32 gallon cart	1 x per week	$24.70	$26.21**
1	64 gallon cart	1 x per week	$24.70	$26.21**

Customers that are provided with a level of service greater than the minimum level of service shown above shall be charged the rates shown in Table 2a and Table 3 for their specific level of service.

*The rates in Table 1 are based upon the size of the solid waste cart and include collection for all three services - Solid Waste, Recycling and Compost. Residential Carts that are not located within 5 feet of the road right of way will incur additional service charges by Recology based upon the distance of the cart to the road right of way.

**Minimum Level of Service Rates for 1- 4 residential dwelling units per parcel that are billed on the property tax bill.

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8
Effective January 1, 2013

Table 2a. Cart and Bin Garbage Collection Rates
for Mixed Residential and Commercial

(Regularly Scheduled Weekly Service)

Quantity	Size of the Container	Frequency of Pick-Up	Current Rate ($/month)	Proposed Rate* ($/month)
1	32 gallon cart	1 x per week	$24.70	$26.21
1	64 gallon cart	1 x per week	$49.40	$52.42
1	96 gallon cart	1 x per week	$74.10	$78.63
1	1 yard bin	1 x per week	$147.74	$151.58
1	2 yard bin	1 x per week	$295.47	$303.16
1	3 yard bin	1 x per week	$443.22	$454.74
1	4 yard bin	1 x per week	$590.96	$606.32
1	6 yard bin	1 x per week	$886.44	$909.49
1	8 yard bin	1 x per week	$1,181.92	$1,212.64
1	9 yard bin or box	1 x per week	$1,329.66	$1,364.22
1	15 yard bin or box	1 x per week	$2,216.10	$2,273.70
1	20 yard bin or box	1 x per week	$2,954.80	$3,031.60
1	30 yard bin or box	1 x per week	$4,432.20	$4,547.40
1	40 yard bin or box	1 x per week	$5,909.60	$6,063.20

*Commercial Accounts (5 or more residential dwellings or commercial properties)-,Recology curbside customers collection services is within 51 feet of the road right of way. Bins or carts located 51 feet or more from the road right of way will incur additional service charges by Recology for the additional distance to service the bins or carts. .

*Residential Accounts (1- 4 residential dwellings)-, Bins or carts that are not located within 5 feet of the road right of way will incur additional service charges by Recology based upon the distance of the bins or carts to the road right of way.

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8
Effective January 1, 2013

Table 2b. Commercial Garbage Collection Rates for Mixed Residential and Commercial (one-time special collection)				
Quantity	Size of the Container	Frequency of Pick-Up	Current Rate ($/pull)	Proposed Rate ($/pull)
1	1 yard bin	1 x	$91.75	$94.14
1	2 yard bin	1 x	$131.14	$134.55
1	3 yard bin	1 x	$168.31	$172.69
1	4 yard bin	1 x	$205.45	$210.79
1	6 yard bin	1 x	$279.76	$287.03
1	8 yard bin	1 x	$351.90	$361.05
1	9 yard bin or box	1 x	$388.87	$398.98
1	15 yard bin or box	1 x	$611.71	$627.61
1	20 yard bin or box	1 x	$797.41	$818.14
1	30 yard bin or box	1 x	$1,168.81	$1,199.20
1	40 yard bin or box	1 x	$1,540.21	$1,580.26

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8
Effective January 1, 2013

Table 3. Cart, Bin or Box Garbage Collection Rates
for Mixed Residential and Commercial

($/Month)

Service Freq. Per Week	Gallons			Cubic Yard(s)								
	32	64	96	1	2	3	4	5	8	9	15	20
1 Time	$26.21	$52.42	$78.63	$151.58	$303.16	$454.74	$606.32	$909.49	$1,212.64	$1,364.22	$2,273.70	$3,031.60
2 Times	$52.42	$104.84	$157.26	$303.16	$606.32	$909.49	$1,212.65	$1,818.97	$2,425.30	$2,728.44	$4,547.40	$6,063.20
3 Times	$78.63	$157.26	$235.89	$454.74	$909.49	$1,364.23	$1,818.97	$2,728.46	$3,637.95	$4,092.66	$6,821.10	$9,094.80
4 Times	$104.84	$209.68	$314.52	$606.32	$1,212.65	$1,818.97	$2,425.30	$3,637.95	$4,850.60	$5,456.88	$9,094.80	$12,126.40
5 Times	$131.05	$262.10	$393.15	$757.91	$1,515.81	$2,273.72	$3,031.62	$4,547.44	$6,063.25	$6,821.10	$11,368.50	$15,158.00
6 Times	$157.26	$314.52	$471.78	$909.49	$1,818.97	$2,728.46	$3,637.95	$5,456.92	$7,275.90	$8,185.32	$13,642.20	$18,189.60
7 Times	$183.47	366.94	$550.41	$1,061.07	$2,122.14	$3,183.21	$4,244.27	$6,366.41	$8,488.55	$9,549.54	$15,915.90	$21,221.20

Table 4. Commercial Compactor Rates for Garbage and Organics Collection

(5 or more residential dwellings or commercial properties)

Quantity	Material Type	Frequency of Pick-Up	Current Rate Per cy/Per pull	Proposed Rate Per cy/Per pull
1 cubic yard	Garbage	Per pull	$59.30	$60.84
1 cubic yard	Organics	Per pull	$44.48	*$45.64

* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

Table 5. Commercial Organics Collection Rates for Carts

(5 or more residential dwellings or commercial properties)

Quantity	Size of the Container	Frequency of Pick-Up	Proposed Garbage Rate ($/month)	Proposed Organic Collection Rate ($/month)*
1	32 gallon cart	1 x per week	$26.21	$19.66
1	64 gallon cart	1 x per week	$52.42	$39.32
1	96 gallon cart	1 x per week	$78.63	$58.97

* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

Table 6. Commercial Organics Collection Rates for Bins (5 or more residential dwellings or commercial properties)				
Quantity	Size of the Container	Frequency of Pick-Up	Proposed Garbage Rate ($/month)	Proposed Organic Collection Rate ($/month)*
1	1 yard bin	1 x per week	$151.58	$113.69
1	2 yard bin	1 x per week	$303.16	$227.37
1	3 yard bin	1 x per week	$454.74	$341.06
1	4 yard bin	1 x per week	$606.32	$454.74
1	6 yard bin	1 x per week	$909.49	$682.12
1	8 yard bin	1 x per week	$1,212.64	$909.48
1	9 yard bin	1 x per week	$1,364.22	$1,023.17
1	15 yard bin	1 x per week	$2,273.70	$1,705.28
1	20 yard bin	1 x per week	$3,031.60	$2,273.70
1	30 yard bin	1 x per week	$4,547.40	$3,410.55
1	40 yard bin	1 x per week	$6,063.20	$4,547.40

* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

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

Date: January 22, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

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

Subject: Agreement with the Coastside Adult Day Health Center for the Pacific Coast Dream Machines Event - Half Moon Bay Airport

RECOMMENDATION:
Adopt a Resolution authorizing an agreement with the Coastside Adult Day Health Center to conduct the Pacific Coast Dream Machines Event at the Half Moon Bay Airport on Saturday, April 27 and Sunday, April 28, 2013.

BACKGROUND:
Your Board has authorized similar agreements with the Coastside Adult Day Health Center (Health Center) to conduct the one-day Pacific Coast Dream Machines Event (Event) at the Half Moon Bay Airport (Airport) each of the past 26 years. Last year, the Health Center sought to conduct a two day event, which was approved by your Board. The Health Center is again seeking a two day event. The list of activities for this year's Event is similar to past years and is included as Attachment "A". This year, however, there will be no Demolition Derby.

DISCUSSION:
Section 25536 of the Government Code provides that a board of supervisors, by 4/5ths vote, may enter into concession agreements to allow activities on County airport property.

The proposed agreement requires the Health Center to:

- provide sufficient staffing to coordinate parking, security and the general policing of the Airport area to be used. (They are also coordinating traffic control with the Sheriff's Office and the California Highway Patrol);
- provide insurance coverage for the Event that meets the requirements of the County's Risk Manager; and

- comply with County policies for the sale of alcohol, waste diversion and recycling and the use of disposable food service ware during the Event.

In addition, staff has notified all tiedown and hangar tenants of the proposed event as well as the Fixed Based Operators, the Federal Aviation Administration (FAA) and the providers of emergency services. The Half Moon Bay Airport Pilots' Association participates in the Event and airport businesses do not object to this Event being held at the Airport. The FAA has again agreed to staff a temporary air traffic control tower at the Airport to coordinate the aircraft rides and handle the increased number of aircraft flying to and from the Airport during the Event. The Airport will be open for normal aircraft operations on the day of the Event.

The Resolution also authorizes a waiver of the 12,500-pound weight restriction at the Airport for the specified display aircraft, which similarly has occurred in past years.

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

The proposed agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing a funding opportunity for the Health Center, which serves vulnerable people on the Coastside.

FISCAL IMPACT:
The entrance fees, which are $20 for the general public and $10 for seniors and youths ages 11-17 (children under ten are free), are the same amounts charged last year. The Health Center reported that last year's event raised over $80,000.

The Health Center will pay the Airport Fund a minimum fee of $4,000 for use of the facility. In addition to the minimum fee, the Health Center will reimburse the Airport for the cost of staff time related to coordination and administration of the Event in excess of the minimum fee.

There is no impact to the General Fund.

Attachment A: List of Activities

Attachment "A"

List of Event Activities for the Coastside Adult Day Health Center's
2013 Pacific Coast Dream Machines Event at the Half Moon Bay Airport

1. A classic automobile concourse.

2. Display of classic, racing, custom, and exotic show cars.

3. Display of working steam and gas engines, farm and military equipment.

4. Display of vintage and custom motorcycles.

5. Display of "green" and other environmentally friendly cars and technologies.

6. Display of classic military vehicles including a M551 Sheridan tank and a M16 Half Track.

7. Fly-in, static display, demonstration and "fly bys" of military, vintage, and unusual aircraft including the C-130 Hercules, V-22 Osprey, F-16 Fighting Falcon, F/A-18 Hornet, B-17 Flying Fortress, B-24 Liberator, B-25 Mitchell Bomber, YB-49 Flying Wing, C-46 Commando, Douglas DC-3 Transport, HH-60 Pave Hawk helicopter, S-2 Tracker and OV-10 Bronco.

8. El Diablo turbine engine demonstration.

9. Jet-powered bicycle demonstration.

10. Airplane and helicopter rides.

11. Motorcycle freestyle jump exhibition.

12. Tethered hot air balloon up to 100 feet.

13. Nike Missile display.

14. Go-kart rides.

15. The sale of food, beer and wine by participating groups.

16. The sale of tee shirts, memorabilia and other items by participating groups and vendors.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE COASTSIDE ADULT DAY HEALTH CENTER TO CONDUCT THE PACIFIC COAST DREAM MACHINES EVENT AT THE HALF MOON BAY AIRPORT ON SATURDAY, APRIL 27 AND SUNDAY, APRIL 28, 2013

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

WHEREAS, California Government Code Section 25536 allows a county, by four-fifths (4/5ths) vote of its Board of Supervisors, to enter into agreements to permit activities on land held by the county for airport purposes; and

WHEREAS, the Coastside Adult Day Health Center (Health Center) has requested the use of the Half Moon Bay Airport's taxiway and other public facilities, services and conveniences for their vehicle and equipment show called the Pacific Coast Dream Machines Event (Event); and

WHEREAS, a waiver of the 12,500-pound weight restriction at the Half Moon Bay Airport for the specified display aircraft has been recommended; and

WHEREAS, there has been presented to this Board for its consideration and acceptance, an Agreement between the County of San Mateo and the Health Center, which allows the Health Center to conduct the Event on Saturday, April 27 and Sunday, April 28, 2013; and

WHEREAS, the Agreement provides that the Health Center will pay the Airport Fund a minimum fee of $4,000 for use of the facility and will reimburse the Airport for the cost of staff time related to coordination and administration of the Event in excess of the minimum fee; and

WHEREAS, this Board has reviewed and considered said Agreement.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The President of the Board is authorized and directed to execute said agreement for and on behalf of the County San Mateo with the Coastside Adult Day Health Center to conduct the Pacific Coast Dream Machines Event at the Half Moon Bay Airport on Saturday, April 27 and Sunday, April 28, 2013, and the signature of the Clerk of this Board shall attest thereto; and

2. The Board authorizes a waiver of the 12,500-pound weight restriction at the Half Moon Bay Airport for the specified display aircraft as set forth in the Agreement hereinto.

* * * * * *

AIRPORT AGREEMENT BETWEEN
COUNTY OF SAN MATEO / HALF MOON BAY AIRPORT
AND
COASTSIDE ADULT DAY HEALTH CENTER

THIS AGREEMENT, made and entered into this _____ day of _____ 2013, by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter called "County", and **COASTSIDE ADULT DAY HEALTH CENTER**, hereinafter called "Operator",

W I T N E S S E T H:

WHEREAS, County is owner of the airport in the **vicinity of the City of Half Moon Bay** known as the **Half Moon Bay Airport**, hereinafter called "Airport", a general purpose airport owned and maintained by County for the use and benefit of the public; and

WHEREAS, Operator desires to conduct a fund raising event to benefit the Coastside Adult Day Health Center; and

WHEREAS, County is willing to permit Operator to conduct the Pacific Coast Dream Machines Event , hereinafter called "Event", on the premises of the Airport; and Operator desires to engage in event activities described in this Agreement and use of facilities as described; and

WHEREAS, it is understood that Operator's use of the Airport or County Real Property or personal property shall be at no cost to the County. Operator shall bear all costs connected with staging of the Event and activities incidental thereto, and the sole function of County is to allow Operator to make use of the Airport facilities and to enforce the provisions of this Agreement. Operator shall reimburse County for all staffing and overtime expenses related to the coordination and administration of the activities and requirements described in this

Agreement; and

WHEREAS, Government Code Section 25536 allows a county to enter into an agreement for such activities by a four-fifths (4/5ths) vote of its Board of Supervisors:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO as follows:

1. TERM. The purpose of this Agreement is to conduct a fund raising event to benefit the Coastside Adult Day Health Center. The term of this Agreement shall be for a total of five days, including the Event on Saturday, April 27, and Sunday April 28, 2013; the two days prior to the event days for the staging and set up of equipment; and the one day following the event for the clean-up and removal of all equipment and materials. The Event will be open to the public from 10 a.m. to 4 p.m. on the days of the Event, Saturday, April 27, and Sunday, April 28, 2013.

2. ACTIVITIES PERMITTED. County and Operator agree that the following activities shall be permitted during the Pacific Coast Dream Machines Event on both Saturday April 27, 2013 and Sunday April 28, 2013:

1. A classic automobile concourse.
2. Display of classic, racing, custom, and exotic show cars.
3. Display of working steam and gas engines, farm and military equipment.
4. Display of vintage and custom motorcycles.
5. Display of "green" and other environmentally friendly cars and technologies.
6. Display of classic military vehicles including a M551 Sheridan tank and a M16 Half Track.

7. Fly-in, static display, demonstration and “fly bys” of military, vintage, and unusual aircraft including the C-130 Hercules, V-22 Osprey, F-16 Fighting Falcon, F/A-18 Hornet, B-17 Flying Fortress, B-24 Liberator, B-25 Mitchell Bomber, YB-49 Flying Wing, C-46 Commando, Douglas DC-3 Transport, HH-60 Pave Hawk helicopter, S-2 Tracker and OV-10 Bronco.

8. El Diablo turbine engine demonstration.

9. Jet-powered bicycle demonstration.

10. Airplane and helicopter rides.

11. Motorcycle freestyle jump exhibition.

12. Tethered hot air balloon up to 100 feet.

13. Nike Missile display.

14. Go-kart rides.

15. The sale of food, beer and wine by participating groups.

16. The sale of tee shirts, memorabilia and other items by participating groups and vendors.

3. USE OF AIRPORT FACILITIES. County shall allow Operator use of all facilities on the Airport that are normally open to and usable by the public, subject to County and Airport rules and regulations, except that beer and wine sales will be allowed. The right to use Airport facilities shall be non-exclusive. The Airport and its operations shall remain under the control of County throughout the period of this Agreement. Operator’s use of the Airport is conditional upon complying with the terms and requirements of this Agreement including all reasonable instructions of County personnel during the term of the Agreement.

4. PAYMENTS. Operator agrees to pay a minimum amount of $4,000.00 to the County to offset the costs of County staff time, security, use of the facility and expenses related to event. Operator shall provide payment to the County for this fee no later than 30 days prior to the event. In the event that the costs incurred by County related to staff time, coordination and administration of the activities exceed the above minimum amount, Operator shall provide reimbursement of the difference of these costs to County within thirty (30) days of receipt of invoice from County.

5. LICENSES, FEES, TAXES. Operator shall, and County shall not, be responsible for any payment of licenses, fees, or taxes of any kind that might arise from the operation.

6. INSURANCE.

a. During the full term of this Agreement including all set-up and tear-down activities related to the Event, Operator shall maintain insurance coverage satisfactory to County as listed on Appendix "A", "Insurance Requirements". This requirement can be met through separate or combined policies, provided each policy is in the minimum amount as indicated on Appendix "A", "Insurance Requirements". Operator shall furnish County evidence of such insurance coverage no later than sixty (60) days prior to the first day of the term of the Agreement.

b. Each policy shall name County as an "additional insured" and shall provide for written notice by the insurer to County and to the insured thirty days prior to any cancellation. Where the owners provide insurance, the policy must also be endorsed to include Operator and County as an "additional insured."

7. RIGHT OF INSPECTION. To the extent necessary to protect its rights and interests, County may inspect all premises and operations of the Operator related to the

Pacific Coast Dream Machine Event to determine if Operator is performing in accordance with the terms of this Agreement.

8. INDEMNITY. Operator shall indemnify, defend, and hold harmless County, its officers, agents, employees, and servants, from any and all claims, suits or actions of every name, kind, and description brought for or on account of injuries to or death of any person, including Operator, or damage to property of any kind whatsoever and to whomsoever belonging (including any such claims, suits, or actions arising out of the concurrent active or passive negligence of County, its officers, agents, employees, and servants) which in any way arise from or are caused by the Pacific Coast Dream Machine Event and any activities relating to that event and the use or occupation of the Airport by Operator under the provisions of this Agreement, including any acts, omissions, or negligence, whether active or passive, of Operator, its agents, officers, employees, or permittees.

a. This section 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.

b. The duty of Operator to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in California Civil Code Section 2778.

9. CO-PARTNERSHIP DISCLAIMER. It is mutually agreed and understood that nothing contained in this Agreement shall be deemed or construed to constitute a partnership or joint venture between the parties to this Agreement, or as constituting Operator or their employees as employees, agents or representatives of the County for any purpose or in any manner whatsoever.

10. CONTROL. Neither County nor its officers, agents or employees shall have any control over the conduct of the Operator, or any of Operator's employees or

independent contractors, except as herein set forth, and Operator expressly agrees not to represent that Operator, or any of Operator's agents, servants, employees or independent contractors, are in any manner agents, servants or employees of County.

11. NATURE OF INTEREST GRANTED. It is specifically understood and agreed by the parties hereto that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor, it being the intention of the parties that this Agreement is merely for the purpose of allowing Operator to use the Airport and the facilities thereon for the purpose of staging and conducting a Pacific Coast Dream Machines Event and activities related and incidental thereto.

12. COMPLIANCE WITH LAW. Operator shall comply with:

a. All applicable federal, State, County and City laws, rules, regulations, certificates and licenses and shall have documentation of said compliance no later than three (3) days prior to the event.

b. Operator shall notify all users of its facilities and pilots of aircraft as to all applicable rules and regulations and require users and pilots to comply with them.

13. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. This Agreement may not be assigned, delegated, nor can it as a whole, be the subject of a concession or sublicense agreement. However, Operator may allow concessionaires to enter upon the Airport for the performance of functions and provisions of this Agreement. To avoid uncontrolled vending of merchandise during the period of this Agreement, only those tenants having an agreement with County, and those concessionaires, exhibitors, and salespersons having written agreements with Operator will be allowed to sell to the public on the Airport.

14. OPERATION OF RADIO EQUIPMENT. Operator shall not operate any radio equipment transmitting electronic signals on the Airport that might interfere with the

operations of the Airport's Common Traffic Advisory Frequency (CTAF), Control Tower, County Radios, or other electronic transmissions essential to the operation of the Airport.

15. 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.

16. OTHER REQUIREMENTS AND CONDITIONS. Operator agrees to abide by other special requirements/conditions contained in Appendix "B", "Special Requirements/Conditions"; Figures "B-1", "B-2" & "B-3"; Appendix "C", "Policies For Sale Of Alcohol at Airport Events"; and Appendix "D", "Standard Provisions for all Lease, Use and Other Agreements and Permits at San Mateo County Airports.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"COUNTY" **COUNTY OF SAN MATEO**

BY _____
President, Board of Supervisors
San Mateo County

ATTEST:

_____
Clerk of said Board

"OPERATOR" **COASTSIDE ADULT DAY HEALTH CENTER**

BY _____
Janie James, Executive Director
Coastside Adult Day Health Center

BY _____
Chad Hooker, Chairperson
Pacific Coast Dream Machines

APPENDIX "A"
"INSURANCE REQUIREMENTS"
TO AIRPORT AGREEMENT WITH
COASTSIDE ADULT DAY HEALTH CENTER

Insurance Requirements

The Operator shall obtain insurance coverages and amounts as required by the County Risk Manager.

The Operator shall obtain applicable liability insurance having limits for bodily injury, personal injury and property damage in an amount not less than $1,000,000 per occurrence and $5,000,000 in the aggregate. This insurance will provide coverage for premises liability, products liability, contractual liability, and provide coverage for any liability incurred by independent contractors, as well as hired and non-owned automobile liability.

The County of San Mateo, its officers, agents, employees, and members of Boards and Commissions shall be named as additional insured on all policies.

Initial _____

APPENDIX "B"
"SPECIAL REQUIREMENTS/CONDITIONS"
TO AIRPORT AGREEMENT WITH
COASTSIDE ADULT DAY HEALTH CENTER

A. GENERAL

1. Operator shall be deemed to have accepted the condition of the Airport premises prior to its occupation and use thereof and shall make no demand upon County for any alterations, repairs, or construction.

2. Operator may use areas and facilities at the Airport as designated by the County. Operator shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for the activities permitted by this Agreement, including controlling the ingress and egress of the public and Pacific Coast Dream Machines Event participants. Said temporary facilities and/or structures must be satisfactory to the County. Operator shall immediately remove said temporary facilities and/or structures upon request of the County.

3. It is understood that Operator's use of County real or personal property shall be at no cost to the County. Operator shall bear all costs connected with staging of the Pacific Coast Dream Machines Event and activities incidental thereto, and the sole function of County is to allow Operator to make use of the Airport facilities and to enforce the provisions of this Agreement.

4. Safety shall be paramount at all times and Operator shall take any and all reasonable steps to ensure that unsafe actions or conditions are corrected immediately. County may stop any and/or all event activities until the unsafe or unsatisfactory condition is corrected.

5. Operator shall obtain and bear the expense of all licenses, permits, and other authorization required by applicable agencies in connection with the Pacific Coast Dream Machines Event. Operator shall pay promptly and discharge all lawful taxes and assessments which may be levied by the federal, state, county, city, or other tax levying body on any taxable interest of Operator as well as all taxes and assessments on taxable personal property of whatever nature owned by Operator and located on the Airport. Operator shall promptly obtain and pay all excise, license, and permit fees of whatever nature applicable to the Operator's activities under this Agreement.

6. No lessee or owner shall be denied access to his or her business, aircraft or hangar during the period of this agreement without County authorization nor shall they be charged an entry or parking fee for such use. Operator shall have a plan in place to ensure the timely access for tenants to or from their hangars or businesses when taxiways and thoroughfares are temporarily blocked. The plan shall be submitted to the County for approval no later than thirty (30) days prior to the Event.

7. Airport shall remain open to the flying public at all times during the term of this agreement. Operator shall ensure that no members of the flying public are required to pay a fee for the parking of their aircraft or use of the Airport's facilities. Operator shall ensure that all Event personnel and volunteers are aware of and comply with this requirement.

8. Operator's use of the Airport for the Event is conditional upon ensuring that a

temporary Aircraft Traffic Control Tower (ATCT) operated by the Federal Aviation Administration (FAA) or other FAA approved professional contract air traffic controllers is in place on the day of the event to control air traffic at the Airport. Operator is solely responsible for all coordination required to ensure that a temporary ATCT is in place on the days of the Event. No later than ninety (90) days prior to the Event, Operator shall provide to the Airport Manager or his designee written documentation from the FAA indicating that a temporary ATCT with sufficient staff will be at the Airport on the days of the Event.

9. No overnight camping is permitted.

10. It is specifically understood and agreed that any and all of the terms and conditions of this permit are subordinate to FAA grant, County and/or Airport projects and/or agreements; and that Operator shall not be entitled to any compensation or damages from County for loss of the use of the whole or any part of the premises or any inconvenience or annoyance caused by such projects.

11. A curfew shall be in effect at the Airport from 11:00 pm to 5:00 am for event activities during all 5 days of the agreement. Operator shall ensure that its employees, contractors, volunteers, participants, vendors and concessionaires are outside the Airport perimeter during the curfew period. Only official on-duty law enforcement officers providing security for the Event shall be permitted onto the Airport during the curfew. No event setup, cleanup and staging, etc. shall be conducted during the curfew period. Airport shall remain open during this time only for normal aircraft operations and activities not related to the Event. All Airport gates shall remain locked during the curfew.

12. Operator shall develop a Source Reduction and Recycling Plan pursuant to the California Integrated Waste Management Act AB 2176 Montanez Chapter 879, statutes 2004. Operator shall submit a written Waste Diversion/Recycling Plan and *Venue/Event Waste Reduction Plan Data Sheet* to the County of San Mateo Recycle Works Program at 555 County Center 5th Floor, Redwood City, CA 94063 prior to the event. Additionally, Operator shall submit a *Venue/Event Documentation Data Sheet* estimating the waste diverted and disposed of by the hauler during the event to the County's Recycle Works Program no later than 30 days following the event.

13. Operator and its employees, contractors, volunteers, participants, vendors and concessionaires shall comply with Chapter 4.106 of the San Mateo County Ordinance Code regulating the use of polystyrene and disposable food service ware at all County facilities and events.

B. SECURING THE PRE-EVENT/POST-EVENT AREA; EVENT AREA; AND DINNER PARTY AREA

1. A "Pre-Event/Post Event Area Map" (Figure B-1) approved by the Airport Manager or his designee shall be designated for the purpose of separating event personnel and equipment from the aircraft operations area on the Friday prior to the event and the Monday following the event. Operator shall completely secure the area as shown on the "Pre-Event/Post Event Area Map" from the aircraft operations area with temporary chain link fencing, snow fencing, K-Rail or as approved by Airport Manager or his designee prior to staging equipment or facilities in the designated Pre-Event/Post Event Area. Operator shall not stage equipment on the Airport or install the temporary fencing for the Pre-Event/Post Event Area more than two (2) days prior to the event without specific authorization from the Airport Manager or his/her designee and approved escort onto the Airport's active taxiways.

2. Operator shall ensure that all access onto the Airport the two days prior to the Event and the Monday following the event is through the gate on Capistrano Road or the Main Gate along Highway One provided that all appropriate written authorization has been obtained for access at these locations. Operator shall ensure that the Capistrano gate is manned or fully closed after each use until the Pre-Event/Post Event Area is fully secured as indicated on the "Pre-Event/Post Event Area Map" to prevent unauthorized entry onto the active taxiways or runway. Operator is responsible for obtaining written authorization for the use of the Capistrano and Highway One access points from all appropriate agencies including the California Highway Patrol (CHP), San Mateo County Sheriff's Office, and the Airport. Copies of this written authorization shall be provided to the Airport Manager prior to the Operator's use of these gates and access points. ***At no time will access during the event, pre-event or post event periods be allowed through the Hanger Emergency Gate along Highway One unless specific written authorization from CHP has been provided and it is manned by the appropriate agency at all times and re-secured immediately after.***

3. An "Event Area Map" (Figure B-3) approved by the Airport Manager or his/her designee shall be designated for the purpose of separating event personnel and equipment related to the event from the aircraft operations area on the days of the Event. Operator shall relocate the temporary fencing from the Pre-Event/Post Event Area and completely secure the entire Event Area as approved by the Airport Manager or his/her designee and shown on the "Event Area Map".

4. Following the close of activities on the last day of the Event, Operator shall relocate all event equipment and materials that will remain overnight on the Airport into the Pre-Event/Post Event Area, re-install the temporary fencing and secure the Pre-Event/Post Event Area from the aircraft operations area as shown on the "Pre-Event/Post Event Area Map". Only those event items that are unable to be moved and specifically authorized by the Airport Manager may remain outside the Pre-Event/Post Event Area on the last night of the Event. Operator shall provide an approved escort onto the Airport's active taxiways for removal of all specifically authorized items remaining outside the Pre-Event/Post Event Area on the day after the Event. Operator shall leave the Pre-Event/Post Event Area secured until all items are removed from the Airport.

5. Operator shall have all items removed from the Airport by 5:00 p.m. on the day following the Event. Equipment and materials related to the event remaining on the Airport after 5:00 p.m. on the second day following the event may, at the County's discretion, be removed by the County at the Operator's risk and expense.

6. A "Dinner Party Area Map" (Figure B-2) approved by the Airport Manager or his/her designee, shall be designated to provide secure parking facilities for party attendees while protecting the active taxiways and runway from unauthorized access. Operator shall completely secure the Dinner Party Area as shown on the "Dinner Party Area Map" from the aircraft operations area with temporary chain link fencing, snow fencing, K-Rail or as approved by Airport Manager or his designee, prior to granting access to the parking area. All public access to and from the dinner party shall be through the Capistrano Gate, which shall remain open until all dinner party guests have left the parking area. Access required for aircraft through the temporary fencing on the parallel taxiway shall be through gates that shall be manned at all times by security personnel as approved by the Airport Manager or his/her designee and re-secured immediately following the passage of the aircraft.

C. VEHICLE OPERATION AND PARKING

1. Vehicles owned or operated by Operator, its agents or employees, spectators or participants shall be parked within areas specifically designated for vehicle parking. Operator shall ensure that all vehicles operated on the Airport are operated in a safe and responsible manner. ***A speed limit of 10 MPH shall be strictly enforced.*** Vehicles shall not be operated in the vicinity of operating aircraft nor shall they enter onto or cross the runway without proper authorization from the Airport. Unless specifically authorized by the Airport Manager or his/her designee, no vehicles shall be permitted on any active taxiway or runway.

2. The Airport Terminal Parking Lot will be reserved for official parking and restaurant parking on the day of the event.

3. A written traffic circulation plan shall be coordinated with and approved by the California Highway Patrol (CHP), County Sheriff's Office, and the County of San Mateo. Operator shall guide all traffic onto and off the Airport following this plan. Traffic shall not enter or exit using the hangar emergency gate on the southeast corner of the standard hangars without first obtaining and providing to the Airport Manager the proper written authorization and approval of the CHP and all other appropriate agencies. Operator shall provide the Airport Manager or his designee a copy of the approved plan no later than thirty (30) days prior to the Event.

4. The location of the event entrance gate(s), the route to be taken to the parking area, the designated parking area, and the exit route and exit gate(s) shall be pre-approved by the County.

5. Supervision of parking facilities shall be the responsibility of Operator.

6. Overnight parking by Operator, its agents employees and/or others shall be permitted along the "North Frank Sylvestri Way" frontage road on Friday and Saturday night prior to the Event or as otherwise approved in writing by the Airport Manager or his/her designee. Vehicle and pedestrian access shall remain unrestricted during overnight parking. Operator shall provide a security guard at all times during these overnight parking activities along "North Frank Sylvestri Way". The security officer provided by Operator shall be in compliance with all requirements of Section H of this Appendix. No overnight parking of vehicles will be permitted inside the Airport perimeter. No overnight camping is permitted.

D. AIRCRAFT DISPLAY AND CROWD CONTROL

1. The configuration and location of the aircraft display area shall be mutually agreed upon by the Operator and the Airport Manager or his/her designee. Operator shall direct all display aircraft to the designated area and shall ensure that proper crowd control barriers are in place during the period of this Agreement. Operator shall properly park display aircraft and ensure that the aircraft are secured. Operator shall ensure that sufficient ramp space adjacent the self-service aircraft fuel facility remains clear of aircraft and personnel as to permit the entry and exit of aircraft conducting fueling activities.

2. Operator shall furnish such personnel as are necessary to enable the public to park, to give traffic directions and to provide crowd control. Crowd control barriers shall be in place at the Event no later than 9:00 A.M on the days of the Event and remain in place until all event attendees have departed. Temporary fencing or rope barricades shall separate the public from aircraft operations

areas at all times.

3. Operator shall ensure that no bicycles, skateboards, scooters, roller skates and/or rollerblades are brought onto and/or operated on the Airport.

4. Operator shall ensure that all aircraft ride operators provide ground personnel to safely coordinate egress of customers onto the aircraft operations area and ensure adequate crowd control.

E. NOISE ABATEMENT.

1. Operator shall provide a copy of the Half Moon Bay Airport Noise Abatement Procedures to all pilots involved in, or associated with the Event. In addition, Operator shall take all measures necessary to ensure that aircraft involved in or associated with the Event are in compliance with the noise abatement procedures, unless prior approval has been obtained from the Airport for specific activities during the Event that deviate from the standard noise abatement procedures.

F. FOOD AND BEVERAGE SALES

1. Operator may offer for sale food and soft drinks, as well as beer and wine, neither of which may be dispensed in bottles. County reserves the right to enter upon the concession area at any time for the purpose of inspecting the concessions.

2. Operator shall comply with all terms and requirements in the attached Appendix "C", "POLICIES FOR SALE OF ALCOHOL AT AIRPORT EVENTS".

G. SERVICES TO BE PROVIDED BY OPERATOR.

1. Operator shall provide adequate toilet facilities to accommodate spectators and workers.

2. Operator shall provide first aid facilities as are reasonably necessary to accommodate expected crowds.

H. SECURITY

1. Aircraft based on the Airport shall not be disturbed in any manner. Operator shall rope-off the based aircraft as needed.

2. Operator shall provide, at its own expense, sufficient security personnel as required to ensure all activities and aspects of the event are safe and secure. Operator shall provide security as described herein for all other Airport buildings and property during the term of this Agreement. Operator will also provide security for transient aircraft, participating Event aircraft, and vehicles and equipment that are participating in the Event during the period of this Agreement.

3. Overnight security officers required herein shall be certified and licensed by the State of California. Unless otherwise directed by the Airport Manager or his/her designee, Security Officers shall conduct continuous random patrols of the facilities and grounds as required to ensure that the entire Airport is secure and safe from fire, theft, vandalism, and presence of unauthorized persons.

4. Operator shall ensure that a final written security plan is submitted in advance and approved by Airport Manager or his/her designee no later than (30) days prior to the event.

I. CLEAN UP AND REPAIRS

1. Operators shall provide sufficient personnel and equipment to collect and remove all debris, trash, garbage, or other rubbish generated by the Event from the Airport to the satisfaction of the County of San Mateo. Operator shall clean up and remove all trash and debris in the area outside the Pre-Event/Post-event area prior to departing the Airport on the last night of the Event. Inside the Pre-Event/Post-event area, said collection and removal shall be completed within twenty-four (24) hours of the close of the event. In the event such collection and removal is not performed in a timely manner, County shall have the right to perform such collection and removal itself, and to bill Operator all expenses for doing so.

2. Operator shall be responsible for the repair and maintenance of any area of the Airport impacted by operations under this Agreement. Immediately subsequent to the close of the Event, but no later than 5 p.m. on the day following the Event, Operator shall clean the entire area used by it, remove all equipment, booths, hay bales, etc. from the premises, and shall restore the area insofar as possible to the condition existing immediately prior to the commencement of this Agreement.

3. Operator shall repair at its own expense any and all damage to the property of the County or to the property of others on the Airport, and which damage has been caused by Operator, its agents, employees or others who may be on the Airport for any purpose connected with the Pre-Event/Post-event, viewing, and operation of the Event. This provision applies to all aircraft, including based, transient, and Pacific Coast Dream Machines Event aircraft.

Initial _____

APPENDIX "C"
"POLICIES FOR SALE OF ALCOHOL AT AIRPORT EVENTS"
TO AIRPORT AGREEMENT WITH
COASTSIDE ADULT DAY HEALTH CENTER

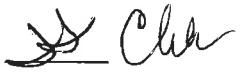
Policy Statement: This policy is provided to ensure that the dispensing and consumption of alcoholic beverages is managed in a reasonable, responsible, and professional manner at all events associated with San Mateo County Airports. Our purpose in developing this policy is to ensure that all negative consequences associated with alcohol consumption, at public events hosted by the Airports Division, are minimized to the greatest possible extent.

The Airports Division of San Mateo County Public Works will not grant, or request approval, for any event that includes the consumption of alcohol as the primary activity. Neither will the Airports Division allow the use of County Airport Facilities by any organization that does not strictly adhere to these policies as set forth.

The Airports Division of San Mateo County Public Works will grant, or request approval for those events that have agreed to the following policies which shall be included in Concession or Permit Agreements for all events.

- Permits for the sale of alcoholic beverages to the public must be obtained from Alcoholic Beverage Control (ABC). Permits must be obtained prior to the sale of alcohol and must be produced upon request during the event.
- Alcohol may not be served to any person under the age of 21.
- Alcohol may not be served to any person who fails to present a California Drivers License or Identification Card showing them to be at least 21 years of age. Out of state Drivers Licenses or Identification Cards may be accepted provided they are picture IDs and are supported by an additional non-picture ID.
- Alcohol may not be served to any person who appears to be intoxicated.
- Only designated servers of alcohol will pour alcoholic beverages; no self- service of alcohol will be permitted. All servers of alcohol must be trained and be able to demonstrate that they are aware of all laws, guidelines, and policies related to the sale and dispensing of alcoholic beverages.
- Only two alcoholic drinks may be served to customer at one time. Adequate staff must be provided to ensure that this policy is satisfied.
- Alcohol will be served in cups or glasses provided for the dispensing of alcohol. At no time may alcohol be dispensed into cups or glasses designated for the use of soft drinks.
- Guests may not bring alcoholic beverages into or outside of the permitted event.
- Signs required by law and service policies will be posted in a highly visible location at all alcoholic beverage serving stations:
    - Signs warning of the dangers of consumption of alcoholic beverages by pregnant women will be posted, as prescribed by law.
- The sale of alcohol shall cease one hour prior to the closing of the event.
- Soft drinks and food must also be served at any event that includes the sale or distribution of alcoholic beverages.

Permittee or Concessionaire agrees that failure to comply with these policies will result in the immediate suspension of the sale of alcoholic beverages.

Initial 

APPENDIX "D"
"STANDARD PROVISIONS FOR ALL LEASE,
USE, AND OTHER AGREEMENTS AND PERMITS
SAN MATEO COUNTY AIRPORTS"

1. Operator/Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, agreement or permit for a purpose for which a United States Department of Transportation (DOT) provision of similar services or benefits, Operator/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, (CFR), DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Operator/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the lands and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator/Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. In the event of breach of any of the above nondiscrimination covenants, County may terminate the lease agreement or permit and reenter and repossess the land and the facilities thereon and hold them as if the lease, agreement or permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

4. Operator/Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Operator/Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach of the lease, agreement or permit. In the event of such non-compliance, County may terminate this lease, agreement or permit and the estate hereby created without liability thereof; or, at the election of County or the United States either or both of these governments may judicially enforce the Provision.

6. Operator/Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152. Subpart E, to ensure that no person shall on the grounds of race, creed, color,

national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator/Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Operator/Lessee will require its covered suborganizations to provide assurances to Operator/Lessee that they similarly will undertake affirmative action programs and will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

7. County may further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Operator/Lessee and without interference or hindrance.

8. County may, but shall not be obligated to Operator/Lessee to, maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. County also may direct and control the activities of Operator/Lessee in this regard.

9. The lease, agreement or permit shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation or maintenance of the Airport.

10. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises covered by the lease, agreement or permit. This public right of flight shall include the right to cause in this airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or to land at, take off from or operate on the San Carlos or Half Moon Bay Airport, as the case may be.

11. Operator/Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if future construction of a building is planned for the premises covered by the lease, agreement or permit or in the event of any planned modification or alteration of any present or future building or structure on the premises.

12. Operator/Lessee, by accepting this lease, agreement or permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on any land leased that would be in conflict with the provisions of Part 77 of the Federal Aviation Regulations. If these covenants are breached, County may enter upon the land and remove the offending structure or object and cut the offending tree, all of which shall be at Operator/Lessee's expense.

13. Operator/Lessee, by accepting this lease, agreement or permit, agrees for itself, its successors and assigns that it will not make use of the premises covered by the lease, agreement or permit in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, County may enter upon the premises and cause the abatement of such interference at Operator/Lessee's expense

14. Nothing contained in the lease, agreement or permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349A).

15. The lease, agreement or permit and all its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the

Airport by the United States during the time of war or national emergency.

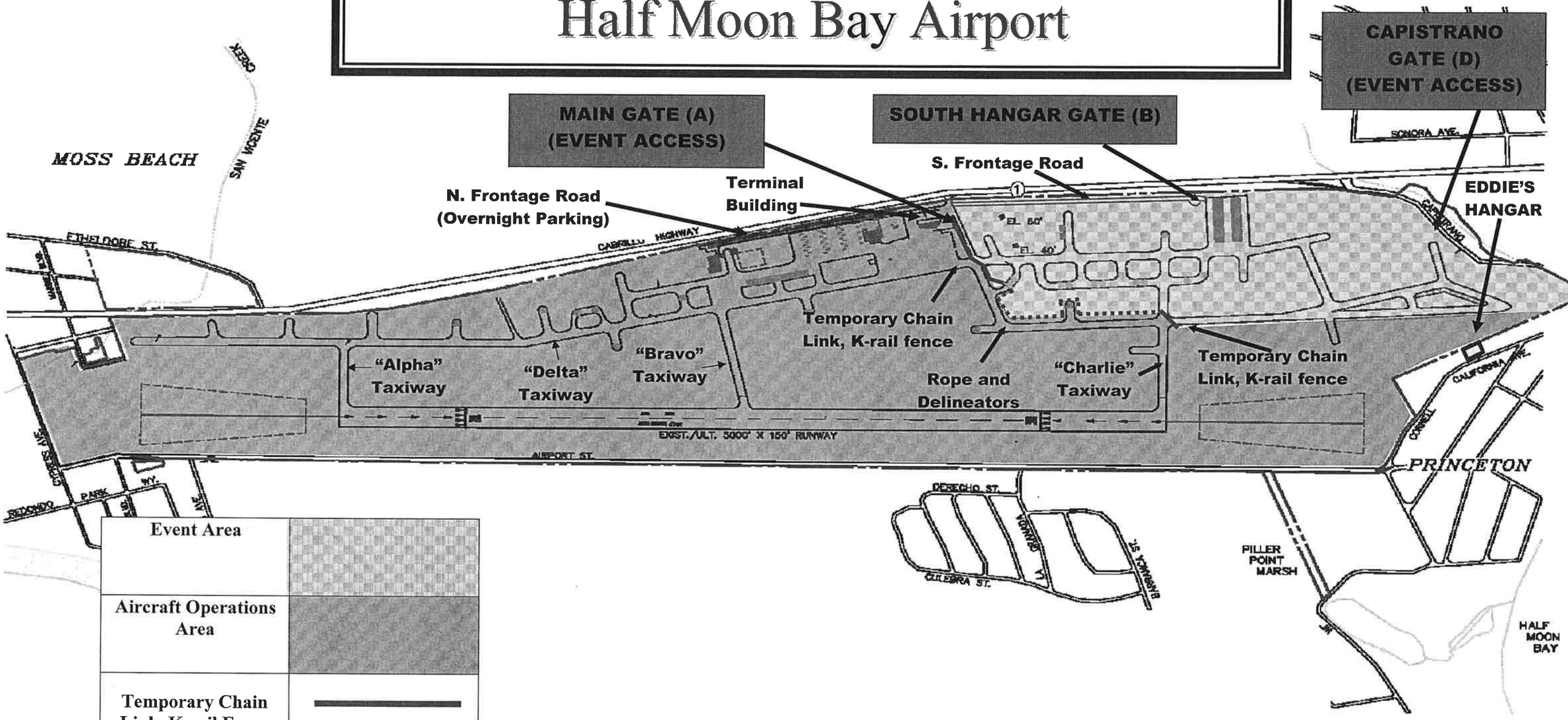
16. Operator/Lessee will conduct its programs and operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment. Operator/Lessee will conduct its programs and operate its facilities in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27.

17. Operator/Lessee hereby assures that no person shall be excluded from participation, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract(s), including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. It is the policy of the Department of Transportation that minority business enterprises - as defined in 49 CFR Part 23.5 to mean a small business concern (pursuant to Section 3 of the Small Business Act) which is at least 51% owned, privately or through shares of public stock, by one or more minorities or women and whose management and daily business operations are controlled by one or more such individuals - shall have the maximum opportunity to participate in the performance of leases and, consequently, this lease/agreement/permit is subject to the applicable sections of 49 CFR Part 23, and those Regulations as may be amended.

18. Operator/Lessee shall insert the above Provisions in any lease, agreement, contract, permit, etc., by which it grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises covered by the lease, agreement or permit, including any subleases, and hereby assures that the above Provisions will be included in any agreement, contract, permit or further sub-lease granted or entered into by any sub-lessee of the Operator/Lessee.

Initial _____

2013 Pacific Coast Dream Machines
Half Moon Bay Airport



Event Area	
Aircraft Operations Area	
Temporary Chain Link, K-rail Fence	———
Temporary Fence Rope/Delineators (20'Back from Twys)	.....

"Pre-Event/Post-Event Area Map"

(Thurday, Friday and Monday)

Figure B-1

Initials:

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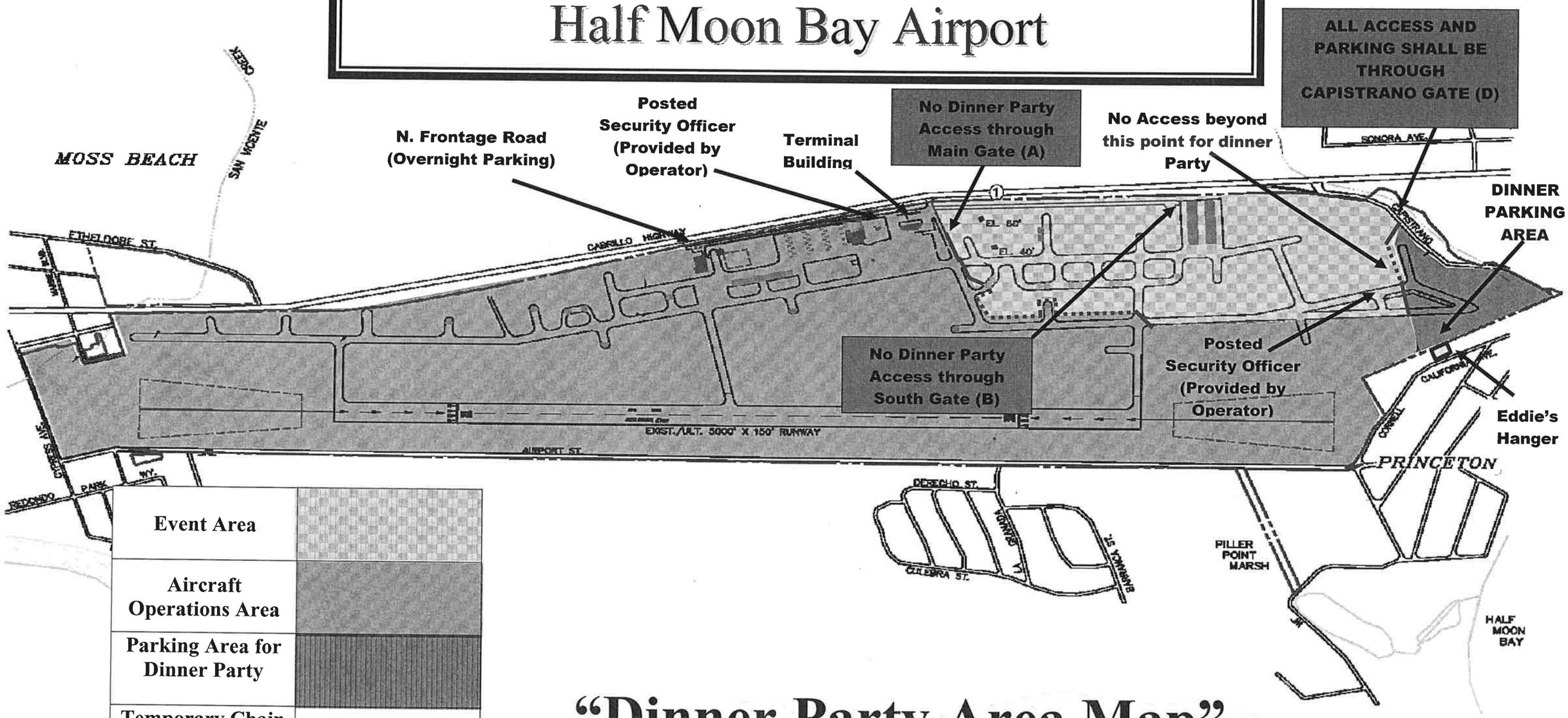
2013 Pacific Coast Dream Machines
Half Moon Bay Airport



Event Area	
Aircraft Operations Area	
Parking Area for Dinner Party	
Temporary Chain link, K-rail Fence	———
Rope/Delineators (20' Back from (Taxiway)	.....

"Dinner Party Area Map"
(Saturday Evening)

Figure B-2

Initials: _____

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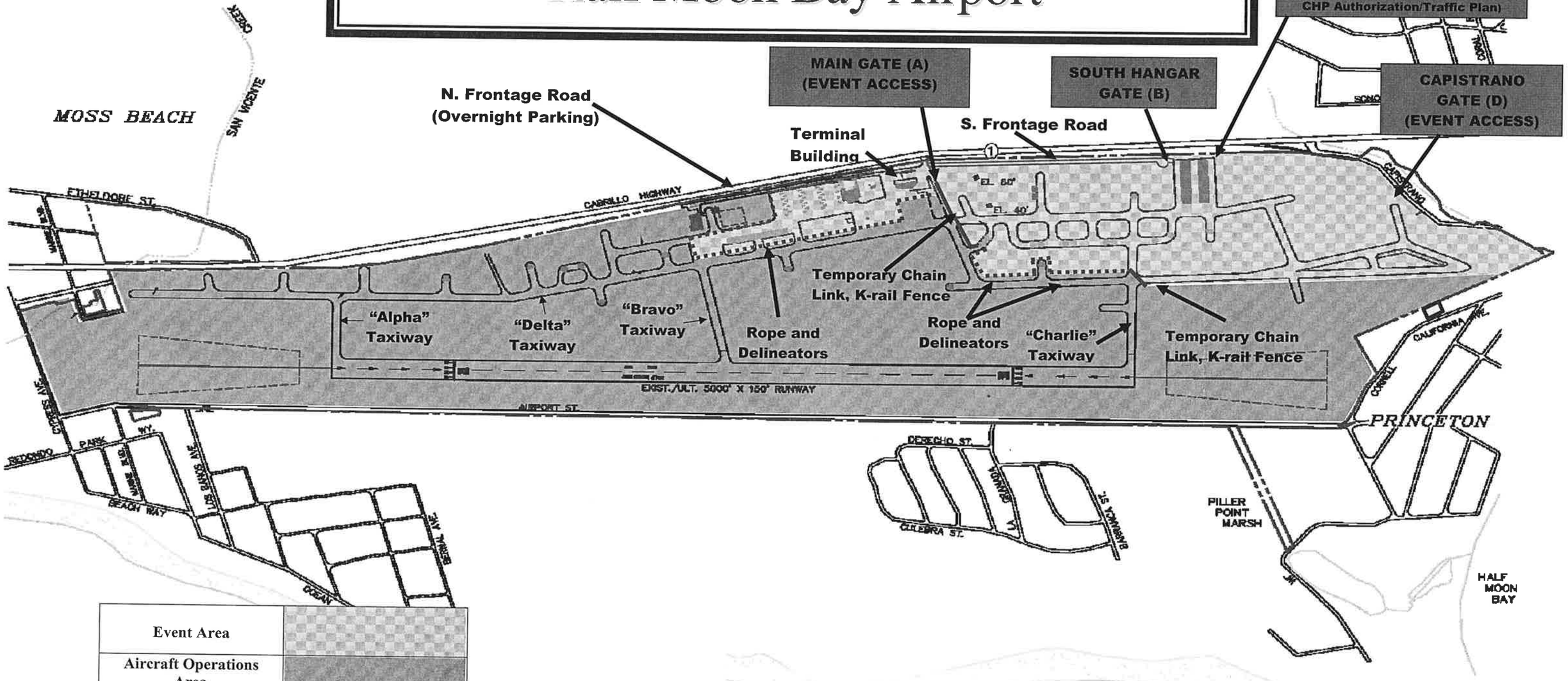
2013 Pacific Coast Dream Machines

Half Moon Bay Airport



Event Area	
Aircraft Operations Area	
Temporary Chain Link, K-rail Fence	———
Rope/Delineators- (20' Back from Taxiways)	.....

"Event Area Map"

(Saturday & Sunday)

Figure B-3

Initials:

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COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager

Date: February 12, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Repeal of Proposition 90 Local Implementing Ordinance

RECOMMENDATION:
Introduction of an Ordinance repealing Ordinance Number 03170, which implemented California Revenue and Taxation Code section 69.5 concerning the transfer of a property's base year value between counties for qualifying homeowners over the age of 55 and waiver of reading the ordinance in its entirety.

BACKGROUND:
Proposition 90 (intercounty transfers) was passed by California voters in November 1988, amending the Constitution to add Subdivision (a) of Section 2 of Article XIIIA. This provision, which was enabled through Revenue & Taxation Code section 69.5, allowed a county's Board of Supervisors to extend benefits codified by Proposition 60 (intracounty transfers) to seniors whose principal residence was located in another California county. Proposition 90's primary benefit is that qualifying seniors can transfer the "base year value" of their residence in one county to a newly acquired principal residence in another county, provided that such county has adopted an implementing ordinance allowing such base year value transfers. Transfers are only permitted where the market value of the original property is within 105% of the market value of the replacement property if purchased within the first year after selling the original property. The percentage for comparison goes up to 110% if the replacement property is purchased within two years of sale of the original property. Since property values have increased substantially since Proposition 13 passed in 1978, "transferring" or substituting the base year value of a previous residence in another county for the fair market value of a new residence in San Mateo County, results in importation of lower base year values which, in turn, results in lower property taxes.

On January 17, 1989, the Board of Supervisors adopted Ordinance 03170 implementing Proposition 90 in San Mateo County. The Ordinance allowed seniors to acquire a new residence in San Mateo County and transfer the assessed value of their previous residence in another county to the new residence. Only seven other counties currently

have an implementing ordinance (Alameda, Santa Clara, El Dorado, San Diego, Los Angeles, Orange and Ventura). Six counties that originally implemented Proposition 90 have since repealed their implementing ordinance (Modoc, Monterrey, Riverside, Inyo, Kern and Marin).

In June 2012, the Assessor-County Clerk-Recorder provided an analysis to the Board of Supervisors on potential new revenue which might be derived from repealing the County's Proposition 90 implementing ordinance. At the time of the analysis, 544 properties in San Mateo County had a Proposition 90 transferred base year value. According to Exhibit 1, the total Proposition 90 estimated tax revenue loss for all San Mateo County taxing entities for FY 2010-11 was $3,316,928.

DISCUSSION:

Repealing Ordinance 03170 would result in future increases in assessed values, resulting in higher property taxes and increased revenue for San Mateo County taxing entities. This will mean additional revenue to provide essential services to the County, cities, and schools, which is critical in this government deficit climate and the repeal is part of the County Manager's deficit reduction strategy. Of the 544 Proposition 90 properties, approximately 448 (82%), were enrolled during the last ten years (2001-2011). The remaining 96 properties (18%) were enrolled prior to 2001. This data indicates that over a 20 year period, the average number of properties receiving a Proposition 90 assessment each year is 27. However, over the past 10 years, the average number of properties each year is 45.

In estimating the potential property tax benefit to be derived in the future by repealing the local Proposition 90 implementing ordinance, the following assumptions were made:

- The real estate market will stabilize in three years;
- An average of 32 to 36 Proposition 90 transactions per year will occur over the next 10 years;
- The average holding period of current and future Proposition 90 properties is 10 years; and
- The properties that currently have a Proposition 90 reduced assessment will continue until the property is resold.

Based on the analysis, property taxes for San Mateo taxing entities could increase by approximately $260,000 to $280,000 in the first year and approximately $2,600,000 to $2,800,000 in the tenth year if the Prop 90 local implementation Ordinance is repealed. The County's allocated share of any additional property tax revenue would be 14%.

The assessed value of current Prop 90 properties in San Mateo County would not be affected by repealing Ordinance Number 03170. This means that seniors currently living in San Mateo County who have availed themselves of this Proposition 90 tax advantage will not be affected.

A 90 day period from passage of the repeal to implementation is included to allow any seniors currently considering taking advantage of the Ordinance an opportunity to enter into contract for real estate prior to implementation of the repeal.

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

Repealing Ordinance Number 03170 contributes to the Shared Vision 2025 outcome of a Collaborative Community by preventing the importation of low base year values and increasing the amount of property tax revenue received by San Mateo County taxing entities so that additional funds may be used to provide essential public services.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Number of new Prop 90 transfers	45	0

FISCAL IMPACT:

Based on the analysis conducted in June, 2012, the amount of property taxes received specifically by San Mateo County could increase by approximately $36,400 to $39,200 in the first year, and approximately $364,000 to $392,000 in the tenth year.

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

* * * * * *

AN ORDINANCE REPEALING ORDINANCE NUMBER 03170

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows

SECTION 1. Ordinance 03170 of the County of San Mateo, which implements the provisions of Subdivision (a) of Section 2 of Article XIIIA of the California Constitution, is hereby repealed.

SECTION 2. Notwithstanding the repeal of Ordinance Number 03170, individuals who, prior to the effective date of the repeal, have entered into a contract for the purchase of a residence may apply for the transfer of base year value under Ordinance Number 03170 within the statutory time frame. All contracts entered into after the effective date of the repeal shall not be eligible for a base year transfer.

SECTION 3. This Ordinance shall be effective ninety (90) days from the passage date thereof.

* * * * * * * *

Proposition 90
Current Year Revenue Loss to County Agencies from each City/Community

EXHIBIT 1

	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	City / Community	Number of Prop 90 Parcels	% of the Total Number of Parcels	Lost Assessed Value (Factored)	Estimated Tax Revenue Loss ((d) x 1%)	City Weighted Average (e) x (c)	City / Community Average per parcel (e) / (b)
1	MENLO PARK	72	13.24%	$48,712,802	$487,128	$64,473	$6,766
2	SAN MATEO	98	18.01%	$44,183,364	$441,834	$79,595	$4,509
3	REDWOOD CITY	60	11.03%	$37,766,433	$377,664	$41,654	$6,294
4	HALF MOON BAY	35	6.43%	$22,145,137	$221,451	$14,248	$6,327
5	PORTOLA VALLEY	15	2.76%	$21,801,035	$218,010	$6,011	$14,534
6	WOODSIDE	11	2.02%	$19,385,083	$193,851	$3,920	$17,623
7	SAN CARLOS	33	6.07%	$17,167,272	$171,673	$10,414	$5,202
8	SOUTH SAN FRANCISCO	35	6.43%	$14,285,770	$142,858	$9,191	$4,082
9	BURLINGAME	22	4.04%	$11,917,385	$119,174	$4,820	$5,417
10	ATHERTON	6	1.10%	$11,536,470	$115,365	$1,272	$19,227
11	HILLSBOROUGH	6	1.10%	$10,042,846	$100,428	$1,108	$16,738
12	DALY CITY	25	4.60%	$9,831,060	$98,311	$4,518	$3,932
13	PACIFICA	22	4.04%	$9,493,528	$94,935	$3,839	$4,315
14	SAN BRUNO	20	3.68%	$9,327,735	$93,277	$3,429	$4,664
15	FOSTER CITY	19	3.49%	$9,130,816	$91,308	$3,189	$4,806
16	MILLBRAE	18	3.31%	$8,642,674	$86,427	$2,860	$4,801
17	BELMONT	12	2.21%	$7,164,328	$71,643	$1,580	$5,970
18	EL GRANADA	10	1.84%	$4,520,428	$45,204	$831	$4,520
19	BRISBANE	7	1.29%	$3,729,335	$37,293	$480	$5,328
20	MONTARA	5	0.92%	$3,278,945	$32,789	$301	$6,558
21	MOSS BEACH	5	0.92%	$2,619,399	$26,194	$241	$5,239
22	PESCADERO	3	0.55%	$1,569,224	$15,692	$87	$5,231
23	LA HONDA	1	0.18%	$1,562,246	$15,622	$29	$15,622
24	COLMA	3	0.55%	$1,396,243	$13,962	$77	$4,654
25	EAST PALO ALTO	1	0.18%	$483,208	$4,832	$9	$4,832
26	**Grand Total**	**544**		**$331,692,766**	**$3,316,928**		
27	**Average Tax Loss per parcel for the whole county (e26 / b26)**				**$6,097**		
	Weighted Average Tax Loss per parcel					**$10,327**	
	Average Tax Loss per parcel by city						**$7,488**
	Median Tax Loss per parcel						**$5,239**

Annual Average Number of Proposition 90 parcels within the last 20 years = 27
Annual Average Number of Proposition 90 parcels within the last 10 years = 45

COUNTY OF SAN MATEO

Inter-Departmental Correspondence
County Manager's Office

DATE: February 19 , 2013
BOARD MEETING DATE: February 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John L. Maltbie, County Manager

SUBJECT: **Report Back - Measure A Spending Priorities and Next Steps**

RECOMMENDATION

Accept report on updated Measure A spending priorities and next steps.

BACKGROUND AND DISCUSSION

The Board held workshops on January 15 and February 12 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 begin in June 2013. It is expected that about $64 million will be generated in FY 2014, increasing to $75 million in FY 2018. Measure A authority will sunset in 10 years, and requires the creation of an Oversight Committee to perform annual audits. On January 15 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 to the community on how Measure A funds were spent.

During both workshops, your Board took public testimony, discussed preferences on how the limited-term funds should be spent as well as next steps. Supervisors Tissier and Slocum were assigned to a subcommittee that will organize the work of the Oversight Committee. The subcommittee has met once and directed staff to prepare a work plan that will include the following:
(1) lessons learned from the Community College's bond oversight committee experience;
(2) outreach plan and additional workshops to ensure diverse community participation; and
(3) business plan that includes revenue forecasting for the next ten years, identification of service "gaps", performance measures attached to allocations, and reporting process that enables mid-course corrections to improve results.

Next Steps

Attached is an updated list of Measure A Board priorities. My office and the Information Services Department are working on the online dashboards. The Measure A dashboard will be a subset of the Community Impact Goals dashboard; an initial version will be presented to your Board in March-April. The Measure A work plan will be presented to the Board's Measure A Subcommittee before March 29. Staff assigned from my office will be Mary McMillan to assist with Oversight Committee membership, outreach plan and additional community workshops, and Reyna Farrales to assist with the business plan.

Measure A Funding Priorities and Report Backs List

Category	Uses	Report Backs
Health	1. Seton 2. Pescadero	1. Contract / Metrics 2. Feasibility of full-time clinic / costs / metrics / non-profit collaboration
Early Intervention	1. Health System Memo 2. One EPA mental health / rehabilitation 3. Prenatal to Three	1. Starting point / Develop into comprehensive plan / identify geographic needs / emphasize children who need help early / collaborate w/One East Palo Alto proposal / metrics / leverage city / school funding 2. See above 3. Restore cuts / costs / metrics / waiting lists for services? Caseloads – pre-cuts and now
Transportation	1. SamTrans 2. Bicycle Coordinator	1. Report on service level subsidy for service to County facilities or other rationale for subsidy / metrics / buy bus passes for clinics 2. Report on relationship with City/County Association of Governments (C/CAG) position and long-range planning for bicycle routes
Libraries	1. Homework Centers 2. Capital	1. Matrix on all existing after school / homework programs (Cities, Schools, Counties) / Number of students / need? / how much $ lost due to state cuts? / metrics / City, School, County financial partnerships 2. Seed $ fund East Palo Alto remodel, joint Redwood City county project and Half Moon Bay & Pacifica / How much is needed for planning, etc.?
Parks	1. Strategic Plan	1. Report on $ needed to implement BOS priorities
Reducing Long-Term Liabilities	1. Pension Unfunded Liabilities	1. Report on ways to reduce unfunded Pension Liabilities / one-time for FY 2013 / Ongoing formula / % of fund balance? / % of departmental fund balance ? / Flat $ allocation?

Category	Uses	Report Backs
Housing	1. Homeless Veterans 2. Homeless (general)	1. Need? / Redevelopment (RDA) Low-moderate $ / realignment? 2. Need? / Geographic? / capital & operational cost / RDA low-moderate
Child Safety	1. HSA Children Protection 2. School Safety	1. Workload? / metrics 2. Report on existing officers in schools (matrix) costs? / sharing w/ schools / Cities? / matrix
Non – Profit	1. Core agency needs 2. Thrive Alliance for Nonprofits	1. Report on gaps in service / county funding as a % of total funding / metrics 2. Report on Thrive proposal / value-add to County & Non-Profits?
North Fair Oaks Community Plan	1. Long-range planning 2. implementation	1. What needs to be done on plan / work-hours required?/ 2. What needs to be implemented / costs?
Technology	1. Criminal Justice Integration (CJI) Project – systems and reporting 2. Open Data / Dashboard	1. Costs / savings 2. Costs / metrics
Arts	1. Arts Council	1. Report back on specifics of plan / how developed / rationale / metrics
Public Safety	1. Dispatch / Emergency Operations Center (EOC) including technology/CAD replacement 2. Fire Engine Replacement Fund 3. Pescadero Fire Station replacement 4. Veterans courts 5. Coastside response coordinator 6. Mental health drop off center	1. Costs / time frame 2. Costs (include volunteer engines) 3. Costs / timeframe 4. Costs / need / metrics 5. Costs / need / metrics / City / County funding? 6. Costs / need / savings to Police Depts / metrics re “community safety?”

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager's Office
Intergovernmental and Public Affairs

DATE: February 15, 2013
BOARD MEETING DATE: February 26, 2013
VOTE REQUIREMENT: Majority

TO: Honorable Board of Supervisors

FROM: Mary McMillan, Deputy County Manager, (650) 363-4129

SUBJECT: County Manager's Report #2

RECOMMENDATION:
Approve funding for seven grant applications for the first round of Community Corrections Partnership Competitive Matching Grant Program funding, in the amount of $681,270.

BACKGROUND:
On April 24, 2012, your Board adopted the Community Corrections Partnership's (CCP) Local Implementation Plan (LIP) and approved the public safety realignment budget. That budget authorized $1 million of the total FY 2012-13 funding of $13.6 million for community-based innovations, efforts to strengthen collaborations in program delivery, and to fill identified gaps in services; all with a purpose of improving the successful reentry of realigned offenders.

A multi-departmental team consisting of staff from the County Manager's Office, the Probation Department, the Sheriff's Office, the Health System, and the Human Services Agency developed and issued a Request For Proposal (RFP). The Team then reviewed and prioritized funding of the 12 grant applications received. All totaled, more than $2.1 million in funding was requested. The evaluation process focused on the use of (1) evidence-based and or best-practices; (2) collaborations; and (3) new or expanded services that fill gaps in current services.

The team determined that the County's matching grant program would be rolling, allowing for proposals to continue to be brought forward as innovations and gaps in services are identified, rather than on a strict annual deadline. As a result, the multi-departmental team recommends the funding of seven grant applications in the amount of $681,270.

DISCUSSION:

Many of the proposals requested funding to supplement and/or supplant their existing services; others proposed services that are duplicative; and collectively, the requested amounts far exceeded the service levels required by the realigned population(s).

Most importantly, the application process revealed an area for improvement in our CCP Local Implementation Plan: the need to define what is "case management services" and geographically where case management services need to be deployed to best serve our realigned population(s). Seven out of the 12 applications included a request to fund ***"case management services***" in whole or in part of their proposal. As a result, the multi-departmental team requested that case management services proposals be held in abeyance until case management services is defined and mapped, as well as ascribed an amount to that unit of service. Those funding requests will be brought back to your Board for consideration at a future date.

FISCAL IMPACT:

There is no Net County Cost, the $681,270 is part of the County's AB109 allocation from the state and is included in the FY 2012-13 Adopted Budget; $319,000 remains of the $1 million grant fund.

San Mateo County
Community Corrections Partnership
2012 Competitive Matching Grant Program

Funding Recommended

Collaborative	Service	Requested Amount	Recommended Amount
One East Palo Alto, City of East Palo Alto, Free At Last, Bread of Life Church, El Concilio	Transitional housing	$386,114	$72,270
InnVision Shelter Network, El Centro, Project Ninety	Supportive employment	$39,000	$39,000
JobTrain, Service League, Sheriff's Office	Supportive employment	$300,000	$100,000
Public Works & Parks Department, Human Services Agency	Supportive vocational training	$225,160	$100,000
One New Heartbeat, Sheriff's Office, The Center	Wellness recovery services	$25,000	$25,000
Service League, Sheriff's Office, Achieve 180 Reentry Program	Purchase of transitional supportive housing for homeless supervisees	$350,000	$300,000
Total Impact Advisors/Samaritan House	Social Impact Bond Feasibility Study	$45,000	$45,000
	TOTAL	$1,370,274	**$681,270**

Pending

Collaborative	Service	Requested Amount
El Centro de Libertad/Project 90	Case management	$260,671
Larry Moore Project	Case management	$188,050
Pyramid Alternative, Daly City Partnership, Peninsula Conflict Resolution Center	Case management	$285,002
	TOTAL	**$733,723**

Not Recommended for Funding

Agency	Service	Requested Amount
Leaders in Community Alternatives	Alcohol monitoring program	$15,000
	TOTAL	$15,000

San Mateo County Board of Supervisors

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 9:00 a.m.

February 12, 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
Mike Francois, East Palo Alto
James Lee, Occupy Redwood City

(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: Groom

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

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)

   Speakers recognized by the President:
   John L. Maltbie, County Manager
   Jim Porter, Public Works and Parks
   Scott Lombardi, Public Works and Parks
   Stephen Kraemer, Recipient

2. Presentation of a proclamation **(3403)** designating February 2013 as Grand Jury Awareness Month (Supervisor Dave Pine)

Speakers recognized by the President:
Supervisor Dave Pine, Board of Supervisors
Barbara Arietta, San Mateo County Grand Jurors Association

3. Presentation of the Code for America Fellowship Program (Supervisor Adrienne Tissier)

Speakers recognized by the President:
Supervisor Adrienne Tissier, Board of Supervisors
Beverly Beasley Johnson, Human Services Agency
Moncef Belyamani, Code for America
Sophia Parafina, Code for America
Anselm Bradford, Code for America

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

Speakers recognized by the President:
Mefula Fairley, San Mateo County Office of Education
Joan Rosas, San Mateo County Office of Education
Mark Simon, SamTrans
Katherine Sternback, Mental Health & Substance Abuse Recovery Commission
Lori Kandels, Caminar
Julie Fellers, Peninsula Arts Council
Zoe Kersteen-Tucker, Moss Beach
Valerie Sommer, City of South San Francisco Public Library
Bonnie Tendencia, Redwood City
Seana O'Shaughnessy, Thrive – The Alliance of Nonprofits for San Mateo County
Melissa Lukin, CORA
Dorsey Nunn, Menlo Park
Silvia Ramirez, United Parents Committee
Pamela Strong, East Palo Alto
Brett Garrett, Redwood City
James Lee, Occupy Redwood City
Sara Larios Mitchell, StarVista
Paul Chang, San Mateo Contractors Association
Tom Linebarger, Redwood City

Natalie Fowler
Jesse Moss
Emily Harris, Californians United for a Responsible Budget
Dr. Faye McNair-Knox, One East Palo Alto/East Palo Alto Behavioral Health Advisory
Rev. Mary Frazier, East Palo Alto Behavioral Health Advisory
Betsy Yanez, One East Palo Alto/East Palo Alto Behavioral Health Advisory
Kava Tulua, One East Palo Alto/East Palo Alto Behavioral Health Advisory
Saren Pendleton-Knoll, StarVista
Porcia Silverberg, Thrive – The Alliance of Nonprofits for San Mateo County
Colin Heyne, Silicon Valley Bicycle Coalition
Shawn Rowland, Berkeley
Stephen Robison, National Alliance on Mental Illness – San Mateo County Affiliate
Isaac Ontiveros, Californians United for a Responsible Budget
Roger White, Californians United for a Responsible Budget
Lennie Roberts, Committee for Green Foothills
Denise Newbourne
Adna Levin, Peninsula Transportation Alternatives
Manuel LaFontaine, Daly City
Raphael Sperry
Carl Engneer, San Carlos
Martin Fox, Belmont
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
John L. Maltbie, County Manager

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 **(072367)** 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)

Speakers recognized by the President:
Supervisor Dave Pine, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Donna Vaillancourt, Human Resources
Supervisor Warren Slocum, Board of Supervisors

John Beiers, County Counsel
Bob Adler, Controller

Motion: Groom / Second: Tissier

Ayes: Supervisors Pine, Groom, Horsley, Slocum and Tissier
Noes: None

7. Board Members' Reports

Supervisor Adrienne Tissier stated that she would like to make contact with the legislators in regards to the closure of north county court facilities.

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.

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

BOARD OF SUPERVISORS

9. Ratification of a resolution **(3404)** honoring Patty Lockman upon her retirement from the County of San Mateo (Supervisor Adrienne Tissier)

10. Ratification of a resolution **(3405)** 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 **(3406)** 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 **(3407)** 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 **(3408)** honoring Don Eaton upon being named the San Carlos Citizen of the Year for 2012 (Supervisor Don Horsley)

COUNTY MANAGER

14. Resolution **(072368)** 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 **(072369)** 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 **(072370)** 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 **(072371)** 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 **(072372)** 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 **(072373)** 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 **(072374)** 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 **(072375)** 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

    This item was continued to the meeting of February 26, 2013 for adoption.

HUMAN SERVICES AGENCY

22. Resolution **(072376)** 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 **(072377)** 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 **(072378)**:

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

This item was continued to the meeting of February 26, 2013 for adoption.

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

The Board voted unanimously to a settlement in the amount of $103,000.

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

The Board recessed to regular closed session at 12:27 p.m.

The Board reconvened the open session at 2:47 p.m.

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

The meeting was adjourned at 2:49 p.m. in memory of Eric Mertl, Salvador Mejia, David Burlingame, Ed Johnson, and Carol Ann Bomberger.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors

DATE: February 1, 2013
BOARD MEETING DATE: February 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Supervisor Don Horsley

SUBJECT: Submittal of Grant Applications for Funding for Development of a Comprehensive Transportation Management Plan

RECOMMENDATION:
Adopt Resolutions authorizing:

A) The Director of the Planning and Building Department, or his designee, to submit applications for a Caltrans Community-Based Transportation Planning Grant and a Caltrans Partnership Planning Grant to fund the preparation of a Comprehensive Transportation Management Plan for the San Mateo County Midcoast and City of Half Moon Bay; and

B) The County Manager to execute Fund Transfer Agreements with the California Department of Transportation.

BACKGROUND:
On August 8, 2012, the California Coastal Commission certified a set of amendments to San Mateo County's Local Coastal Program (LCP) known as the Midcoast Update. Policy 2.53 of the updated LCP requires San Mateo County to develop a Comprehensive Transportation Management Plan (Plan) to address the cumulative traffic impacts of future residential development on roads and highways within the Midcoast and Half Moon Bay. Accordingly, the Plan will analyze the impacts of projected development at LCP build-out, and evaluate new policies and programs to mitigate these impacts.

DISCUSSION:
If approved, the grants will be used to fund the Comprehensive Transportation Management Plan. The Plan, already agreed to by the Board of Supervisors through the acceptance of the San Mateo County LCP, will determine how to mitigate current and future traffic along Highway 1, Highway 92, and other arterial roads on the San Mateo County Midcoast and in the City of Half Moon Bay. The Plan will also address the cumulative traffic impacts of residential development, including single, two-family, multi-

family, and second unit residential development. It will thoroughly evaluate the feasibility of developing an in-lieu fee traffic mitigation program, expanding public transit, including buses and shuttles, and/or developing a mandatory lot merger program to further reduce buildout potential. It will also enhance efforts to ensure residential development is only allowed where roadway capacity will not be constrained to unacceptable levels.

If awarded the desired grant funding, the County will be required to execute "Fund Transfer Agreements" with the Department of Transportation in order to claim such grant funds through the Transportation Planning Grant Programs. The Department of Transportation requires resolutions authorizing the execution of such agreements and any amendments thereto prior to submission of the grant applications.

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

VISION STATEMENT

The Comprehensive Transportation Management Plan meets our vision of a Collaborative Community by resolving a regional traffic issue through a multi-agency solution.

FISCAL IMPACT:

The grant applications are being prepared by DJT Consulting. The cost to write the applications, which is already in the budget, will be $5,610. The Community-Based Transportation Planning Grant will require $30,000 to meet the minimum local match of 10%. The Partnership Planning Grant will require $60,000 to meet the minimum 20% local match.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING: A) THE DIRECTOR OF THE PLANNING AND BUILDING DEPARTMENT, OR HIS DESIGNEE, TO SUBMIT AN APPLICATION FOR A CALTRANS COMMUNITY-BASED TRANSPORTATION PLANNING GRANT TO FUND THE PREPARATION OF A COMPREHENSIVE TRANSPORTATION MANAGEMENT PLAN FOR THE SAN MATEO COUNTY MIDCOAST AND CITY OF HALF MOON BAY; AND B) THE COUNTY MANAGER TO EXECUTE A FUND TRANSFER AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

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

WHEREAS, there is a need to address current and future vehicular traffic within the San Mateo County Midcoast and the City of Half Moon Bay; and

WHEREAS, San Mateo County's Local Coastal Program requires the County to prepare a Comprehensive Transportation Management Plan that addresses the cumulative traffic impacts of projected residential development within the San Mateo County Midcoast and City of Half Moon Bay; and

WHEREAS, the Board of Directors for the County of San Mateo is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the grant programs administered by the California Department of Transportation provide an appropriate source of funding for the preparation of the

Comprehensive Transportation Management Plan; and

WHEREAS, grant funds will be used to document the type, extent, and source of current and future traffic within the San Mateo County Midcoast and City of Half Moon Bay, and to analyze alternative strategies for minimizing and mitigating current and future traffic in coordination with all relevant stakeholders; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the County of San Mateo wishes to delegate authorization to execute such Fund Transfer Agreements and any amendments thereto to the County Manager; and

WHEREAS, the County of San Mateo is committed to the completion of a Comprehensive Transportation Management Plan if awarded the requested grant funding from the California Department of Transportation.

WHEREAS, the Comprehensive Transportation Management Plan will be prepared by the County of San Mateo in coordination with the California Coastal Commission, California Department of Transportation, City of Half Moon Bay, San Mateo County Harbor District, San Mateo County Transit District, Midcoast Community Council, Golden Gate National Recreation Area, California Department of Parks and Recreation, San Mateo County Sheriff's Office, California Highway Patrol, residents of Montara, Moss Beach, El Granada, Princeton, Miramar, and Half Moon Bay, and other

targeted stakeholders.

NOW THEREFORE, IT IS HEREBY RESOLVED that:

1. The Director of the Planning and Building Department, or his designee, is hereby authorized to submit an application for a Caltrans Community-Based Transportation Planning Grant to fund the preparation of a Comprehensive Transportation Management Plan; and
2. The County Manager is hereby authorized to execute all Fund Transfer Agreements, and any amendments thereto, with the California Department of Transportation.

* * * * * *

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING: A) THE DIRECTOR OF THE PLANNING AND BUILDING DEPARTMENT, OR HIS DESIGNEE, TO SUBMIT AN APPLICATION FOR A CALTRANS PARTNERSHIP PLANNING GRANT TO FUND THE PREPARATION OF A COMPREHENSIVE TRANSPORTATION MANAGEMENT PLAN FOR THE SAN MATEO COUNTY MIDCOAST AND CITY OF HALF MOON BAY; AND B) THE COUNTY MANAGER TO EXECUTE A FUND TRANSFER AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

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

WHEREAS, there is a need to address current and future vehicular traffic within the San Mateo County Midcoast and the City of Half Moon Bay; and

WHEREAS, San Mateo County's Local Coastal Program requires the County to prepare a Comprehensive Transportation Management Plan that addresses the cumulative traffic impacts of projected residential development within the San Mateo County Midcoast and City of Half Moon Bay; and

WHEREAS, the Board of Directors for the County of San Mateo is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the grant programs administered by the California Department of Transportation provide an appropriate source of funding for the preparation of the Comprehensive Transportation Management Plan; and

WHEREAS, grant funds will be used to document the type, extent, and source of current and future traffic within the San Mateo County Midcoast and City of Half Moon Bay, and to analyze alternative strategies for minimizing and mitigating current and future traffic in coordination with all relevant stakeholders; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the County of San Mateo wishes to delegate authorization to execute such Fund Transfer Agreements and any amendments thereto to the County Manager; and

WHEREAS, the County of San Mateo is committed to the completion of a Comprehensive Transportation Management Plan if awarded the requested grant funding from the California Department of Transportation.

WHEREAS, the Comprehensive Transportation Management Plan will be prepared by the County of San Mateo in coordination with the California Coastal Commission, California Department of Transportation, City of Half Moon Bay, San Mateo County Harbor District, San Mateo County Transit District, Midcoast Community Council, Golden Gate National Recreation Area, California Department of Parks and Recreation, San Mateo County Sheriff's Office, California Highway Patrol, residents of Montara, Moss Beach, El Granada, Princeton, Miramar, and Half Moon Bay, and other targeted stakeholders.

NOW THEREFORE, IT IS HEREBY RESOLVED that:

1. The Director of the Planning and Building Department, or his designee, is hereby authorized to submit an application for a Caltrans Partnership Planning Grant to fund the preparation of a Comprehensive Transportation Management Plan; and
2. The County Manager is hereby authorized to execute all Fund Transfer Agreements, and any amendments thereto, with the California Department of Transportation.

* * * * * *

February 26, 2013

Steve Monowitz
400 County Center
Redwood City, CA 94063

Dear Steve,

It is with great support that the San Mateo County Board of Supervisors writes this letter. As shown through our recently certified Local Coastal Program, the Board of Supervisors is committed to addressing current and future traffic conditions on the coastside.

With Highway 1 serving as the sole arterial route on the coastside, the 23,000 coastal residents are forced to sit in chronic traffic on this one lane highway. Whether they are leaving the coastside, returning, or traveling within, waiting in standstill traffic is a daily activity. Additionally, on the weekend, this beautiful region becomes a popular destination for people throughout the bay area and beyond. With attractions like the Fitzgerald Marine Reserve, Downtown Half Moon Bay, the California Coastal Trail, Pillar Point Harbor, and countless beaches traffic on the highway is often bumper-to-bumper for much of the eight mile stretch of highway. With the opening of the Devil's Slide Tunnel and Devil's Slide Trail in the near future and future residential development the current traffic conditions will only worsen if not properly addressed now.

It is for this reason that we are committed to conducting the Transportation Management Plan. Identifying and mitigating current and future traffic conditions will improve the coastside greatly. It will improve the quality of life for the residents, experience for visitors, and health of the environment. For these reasons, we are in full support of your submittal of the Transportation Planning Grant Program application.

Sincerely,

Don Horsley
President, Board of Supervisors
San Mateo County

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors

Date: January 14, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley, Third District

Subject: Appointments to the Housing and Community Development Committee

RECOMMENDATION:
Recommendation for appointments to the Housing and Community Development Committee, terms expiring December 31, 2017:

A) Aaron Baca representing Member At-Large; and
B) Bonnie Tendencia representing Member At-Large.

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

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

FISCAL IMPACT:
None

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors

Date: January 14, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley, Third District

Subject: Appointments to the Domestic Violence Council

RECOMMENDATION:
Recommendation for appointments to the Domestic Violence Council, terms expiring December 31, 2017:

A) Kristi Denham representing Member At-Large; and
B) Victoria Colligan representing Member At-Large.

BACKGROUND:
The Council evaluates, makes recommendations and initiates activities regarding: current responses of law enforcement, the judicial system, health care services and community resources; local government efforts to reduce domestic and family violence; public awareness and public education necessary to effect prevention activities; the collection of statistics and data; the adequacy of federal, state and local laws; and the need for services for those who are victims of domestic and family violence. The Council will develop an annual work plan and submit an annual report to the Board of Supervisors

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

FISCAL IMPACT:
None

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors

Date: January 18, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley, Third District
Supervisor Carole Groom, Second District

Subject: Appointments to the Resource Conservation District Board of Directors

RECOMMENDATION:
Recommendation for appointments to the Resource Conservation District Board of Directors, terms ending December 31, 2014:

A) Barbara Kossy as a designee of Louie Figone; and
B) David G. Holland as a designee of Marian Bennett.

BACKGROUND:
The Resource Conservation District (RCD) is a non-regulatory public benefit district that helps people protect, conserve, and restore natural resources through information, education, and technical assistance programs.

The duties of the district are to use very diverse means to further resource conservation in the district. They act as a focal point for local conservation efforts to collaborate with land owners and managers, technical advisors, area jurisdictions, government agencies, and others to protect, conserve and restore natural resources. The district provides services in four programs areas: (1) conservation and watershed planning, (2) conservation project implementation, (3) education, and (4) permitting.

DISCUSSION:
Barbara Kossy is a resident and landowner in Moss Beach, which lies outside of the Resource Conservation District. Barbara Kossy was designated to serve by Louie Figone who is a resident and property owner within the Resource Conservation District. The letter officially designating Barbara Kossy is attached.

David Holland is a resident and landowner in Half Moon Bay, which lies outside of the Resource Conservation District. David Holland was designated to serve by Marian Bennett who is a resident and property owner within the Resource Conservation District. The letter officially designating David Holland is attached.

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

FISCAL IMPACT:
None.

FIGONE NURSERY
428 Fifth Avenue, Half Moon Bay, CA 94019
(650) 726-5833 • Fax (650) 726-6912

December 3, 2012

Board of Supervisors
Hall of Justice
400 County Center

Dear Members of the Board of Supervisors:

I own land in San Mateo County within the boundaries of the San Mateo County Resource Conversation District (AP 047-340-270). I designate Barbara Kossy as my agent. She has served as a RCD Director in the past during part of my tenure on the RCD Board and I know she will make a good Director for the District.

Thank you

Louie Figone

Louie Figone

February 6, 2013

Supervisor Don Horsley
San Mateo County Board of Supervisors
Hall of Justice
400 County Center
Redwood City, Ca. 94063

Re: Sponsorship of Dave Holland for Resource Conservation District Board

Dear Supervisor Horsely,

I am a landowner and resident within the boundaries of the San Mateo County Resource Conservation District (RCD). I understand that the California Public Resources Code requires RCD directors be landowning residents within district boundaries, or be sponsored by someone who is a landowner/resident.

I would like to sponsor the application of Dave Holland to the Board of Director's for the San Mateo County Resource Conservation District.

Thank you for your consideration.

Sincerely,

Marian Bennett

Marian Bennett
240 Shelter Cove Dr.
Half Moon Bay, Ca. 94019

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors

Date:	January 18, 2013
Board Meeting Date:	February 26, 2013
Special Notice / Hearing:	None
Vote Required:	Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley, Third District
Supervisor Carole Groom, Second District

Subject: Reappointment to the Resource Conservation District Board of Directors

RECOMMENDATION:
Recommendation for the reappointment of Neal Kramer to the Resource Conservation District Board of Directors as a designee of Ronald Moldovan. The appointment would run for a term to conclude on December 31, 2014.

BACKGROUND:
The Resource Conservation District (RCD) is a non-regulatory public benefit district that helps people protect, conserve, and restore natural resources through information, education, and technical assistance programs.

The duties of the district are to use very diverse means to further resource conservation in the district. They act as a focal point for local conservation efforts to collaborate with land owners and managers, technical advisors, area jurisdictions, government agencies, and others to protect, conserve and restore natural resources. The district provides services in four programs areas: (1) conservation and watershed planning, (2) conservation project implementation, (3) education, and (4) permitting.

DISCUSSION:
Neal Kramer is a resident and landowner in Montara, which lies outside of the Resource Conservation District. On February 19, 2009 Neal Kramer was designated to serve by Ronald Moldovan who is a resident and property owner within the Resource Conservation District. Neal Kramer wishes to serve another term.

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

FISCAL IMPACT:
None.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Controller

Date: January 23, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Bob Adler, Controller

Subject: Amendments to Agreements with Padmakumar Nagarajan and Keyser Marston Associates, Inc.

RECOMMENDATION:

A) Adopt a Resolution authorizing:

1) An amendment to the Agreement with Padmakumar Nagarajan to provide property tax software development and support services, extending the term through June 30, 2013, increasing the amount by $69,360 to $152,560; and

2) An amendment to the Agreement with Keyser Marston Associates, Inc. to provide Redevelopment Agency (RDA) dissolution services, increasing the amount by $67,500 to $164,000.

B) Approve an Appropriation Transfer Request (ATR) in the amount of $557,984 as follows: $140,000 from Non-Departmental ERAF Reserves to Non-Departmental Services and Supplies and the balance from the following Controller Office accounts: $140,000 from Intrafund Transfers, $237,984 from Unanticipated Intergovernmental Revenues, $20,000 from Regular Hours Permanent Position, and $20,000 from Unanticipated Miscellaneous Reimbursements, to the following Controller's Office accounts: $270,948 to Other Professional Contract Services, $6,800 to Department Employee Training, $121,406 to Automation Services ISD, $3,959 to Departmental Reserves, $14,871 to Regular Hours (4/5ths vote required).

BACKGROUND:
Padmakumar Nagarajan is a senior software developer with 13 years of experience in developing and supporting the County Controller's Property Tax System. His extensive knowledge of the Property Tax System applications, database and institutional knowledge of the property tax business processes have made Mr. Nagarajan invaluable to making the necessary system changes required to respond to changes in property tax law. For FY 2012-13, the Controller's Office engaged Mr. Nagarajan to provide software development and support services from July 2, 2012 through December 31, 2012 in an amount not to exceed $83,200 and later amended the term of the agreement to February 28, 2013.

On February 1, 2012, California Assembly Bill X1 26 (ABX1 26) dissolved all California redevelopment agencies (RDAs) and imposed new requirements on county controllers. The Controller's Office contracted with KMA on March 30, 2012 for $50,500 to complete some of the new County Controller requirements related to RDA dissolution. KMA is a financial and real estate advisory firm that has been involved with California RDAs for nearly 40 years. The term of the agreement was initially through June 1, 2012. Three subsequent change orders increased the contract amount by $46,000 and extended the term to June 30, 2013.

DISCUSSION:
The Controller's Property Tax Division has experienced a significant and ongoing increase in workload due to the recent changes in property tax law pursuant to AB X1 26, and the effects of the economic recession. The decline in real property values has resulted in an increase in the number of refunds that must be processed. Modifications to the current property tax system will alleviate the backlog and result in ongoing efficiencies.

Additional contracted services from Padmakumar Nagarajan as well as additional Information Systems Department (ISD) support services are needed to make property tax system modifications and develop new processes in order to comply with these statutory mandates. KMA is required to assist with mandated changes to the way RDA pass-through agreements are now handled to maintain compliance with ABX1 26. All services are required for the remainder of the fiscal year. Both contracts retain the same rates as the original contracts.

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

Risk Management has reviewed and approved Contractors' compliance with County insurance requirements.

These amendments contribute to the Shared Vision 2025 for a Collaborative Community by providing services that benefit other County departments such as the Treasurer-Tax Collector-Revenue Services, and Assessor. It is anticipated that 100%

of tax refunds will be issued correctly and 100% of customer survey respondents will rate property tax services good or better.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percent of tax refunds issued correctly	100%	100%
Percent of customer survey respondents rating property tax services good or better	100%	100%

FISCAL IMPACT:

The ATR in the amount of $557,984 will provide the funding needed for the Controller's Office to comply with statutory requirements and facilitate meeting its obligations and objectives. Of this amount, $140,000 will come from Non-Departmental ERAF Reserves; the remaining balance of $417,984 will come from Unanticipated Revenues and a transfer of funds within the Controller's budget unit.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING:

1) AN AMENDMENT TO THE AGREEMENT WITH PADMAKUMAR NAGARAJAN TO PROVIDE PROPERTY TAX SOFTWARE DEVELOPMENT AND SUPPORT SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2013, INCREASING THE AMOUNT BY $69,360 TO $152,560; AND

2) AN AMENDMENT TO THE AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO PROVIDE REDEVELOPMENT AGENCY (RDA) DISSOLUTION SERVICES, INCREASING THE AMOUNT BY $67,500 TO $164,000

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

WHEREAS the Controller's Property Tax Division has experienced a significant and ongoing increase in workload due to the dissolution of redevelopment agencies ("RDAs") pursuant to AB X1 26 and the effects of the economic recession on the property tax refund and other property tax apportionment procedures; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of an amendment to the July 2, 2012 agreement with Padmakumar Nagarajan to provide software development and support services for the County Controller's Property Tax System extending the term of the agreement through June 30, 2013, and increasing the amount by $69,360 for an amount not to exceed $152,560.00; and

WHEREAS, there has been presented to this Board of Supervisors for its

consideration and approval the form of an amendment to the March 30, 2012 Agreement with Keyser Marston Associates, Inc. ("KMA") to provide RDA dissolution services increasing the amount by $67,500 for an amount not to exceed $164,000; and

WHEREAS, this Board has determined that it is in the best interests of the County to enter into the amendment to the July 2, 2012 agreement with Padmakumar Nagarajan due to Mr. Nagarajan's unique expertise and experience with the County's property tax system; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be, and is hereby authorized to execute the Amendments with Padmakumar Nagarajan and KMA for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the signature thereto; and

BE IT FURTHER RESOLVED that the Controller or the Controller'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's term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * * *

Citron

COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST

REQUEST NO.

DEPARTMENT: Controller's Office

DATE: 02/06/2013

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	Various	Various	557,984.00	See attached, Attachment A
To	Various	Various	557,984.00	See attached, Attachment A

Justification. (Attach Memo if Necessary)

The ATR will provide the funding needed for the Controller's Office to comply with statutory requirements and facilitate meeting its obligations and objectives.

DEPARTMENT HEAD Bob Feller

BY: Jim Saco DATE 02/06/13

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

Remarks:

COUNTY CONTROLLER

BY: DATE

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

Remarks:

COUNTY MANAGER

BY: 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 _____, 19____.

Ayes and in favor of said resolution: Noes and against said resolution:

Supervisors: _____ Supervisors: _____

Attachment A

Attachment to ATR # _____

	Codes		Amount	Description
	Fund or Org	Account		
From				
	80120	8612	140,000	Non-Departmental ERAF Reserves
	14610	1992	229,498	Intergovernmental Revenues
	14210	1992	8,486	Intergovernmental Revenues
	14320	4111	20,000	Regular Hour Perm Position
	14110	2647	20,000	Miscellaneous Reimbursements
	14610	8142	140,000	Intrafund Transfers
To				
	14610	5858	99,500	Other Professional Contract Services
	14210	5858	74,420	Other Professional Contract Services
	14210	5731	6,800	Department Employee Training
	14630	5858	57,028	Other Professional Contract Services
	14630	6713	121,406	Automation Services - ISD
	14630	8612	3,959	Departmental Reserves
	14110	5858	40,000	Other Professional Contract Services
	14210	4111	8,486	Regular Hours
	14610	4111	6,385	Regular hours
	80110	5872	140,000	In-House Admin & Accounting Services

DEPARTMENT HEAD
BY: Bob Adler DATE: 2-7-13

COUNTY CONTROLLER
BY: _____ DATE: _____

COUNTY MANAGER
BY: _____ DATE: 02/06/13

AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PADMAKUMAR NAGARAJAN

THIS AMENDMENT TO THE AGREEMENT, entered into this 26th day of February, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Padmakumar Nagarajan, 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 Software Development and Support services on June 28, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by $69,360 from $83,200 to a total of $152,560 and extend the term to June 30, 2013.

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 2, 2012 to June 30, 2013 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 or included herein, County shall make payment to Contractor in the manner specified herein and in Exhibit "B". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS ($152,560).

3. Original Exhibit "A" is replaced with Revised Exhibit "A" and "B", (rev. 1/22/2013) as follows:

Exhibit "A"

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

Contractor shall perform software development and support for the County's Property Tax System residing on an IBM iSeries Computer(s) and other related duties as requested by the Controller's Office.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to Controller's Office's policies, guidelines and requirements. The amount of time, specific hours and location of the performance of Contractor's services is also left to the Contractor's discretion provided that the Contractor coordinates with County departments as needed.

Exhibit "B"

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

All services to be performed under this Agreement will be paid at an hourly rate of $80.00. Throughout the term of this Agreement, Contractor shall submit bi-weekly invoices based on actual work performed. The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Actual services performed with time spent by project
- The net amount for which payment is due

In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS ($152,560). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

4. **All other terms and conditions of the agreement dated June 28, 2012, 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

Padmakumar Nagarajan

N Padmakumar
_____
Contractor's Signature

Date: 2/20/2013

AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KEYSER MARSTON ASSOCIATES, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this 26th day of February, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Keyser Marston Associates, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for consulting services on March 30, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by $67,500 from $96,500 to a total of $164,000.

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

1. Section 3 of the agreement is amended to read as follows:

   Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED SIXTY FOUR THOUSAND DOLLARS ($164,000).

2. Original Exhibits "A" and "B" are replaced with Revised Exhibits "A" and "B", (rev. 1/24/2013).
   (Attached hereto)

3. **All other terms and conditions of the agreement dated March 30, 2012, 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

Keyser Marston Associates, Inc.

_____
Contractor's Signature

Date: 2-13-2013

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A" Agreement No. 1411012D002
(rev. 1/24/2013)

Agreement between the County of San Mateo and Keyser Marston and Associates, Inc.

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

The Contractor shall perform all necessary procedures to complete the scope of work as outlined in Exhibit B for each of the 13 former RDAs (total of 25 project areas) in the County as identified below.

- Belmont
- Brisbane (2)
- Daly City (2)
- East Palo Alto (3)
- Foster City (2)
- Menlo Park
- Millbrae
- Pacifica
- Redwood City (2)
- San Bruno
- San Carlos
- San Mateo (2)
- South San Francisco (6)

II. Amount and Method of Payment

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Payment for the work set forth in this Agreement and in Exhibits B-I shall not exceed $62,500. If additional work is required, it shall commence upon written approval by the County and not to exceed $5,000. Including the allowance for additional services, if authorized, the total of this contract change order shall not exceed $67,500 making the total of this contract not to exceed $164,000. County will pay Contractor from RPTTF distributions no sooner than June 1, 2013 for services from January 2013 through June 2013, or 30 days after receipt of invoices, whichever is later.

Contractor's Signature	2-13-13 Date	David Doezema Contractor's Name (Please Print)	2-13-2013 Date
Department or Division Head	2-2013 Date	Juan Raigoza Department or Division Head Name (Please Print)	2-2013 Date
Purchasing Agent, County of San Mateo	Date		14610-5858 Budget Unit

Distribution – 1 copy to each: Purchasing Agent, County Manager's Office, Controller, Contractor and Department

I. Background

Pursuant to State Assembly Bill 26 (ABX1 26) and Assembly Bill 1484 (AB 1484), the County of San Mateo (County) Auditor-Controller (County Auditor-Controller) is responsible for administering the Redevelopment Property Tax Trust Fund (RPTTF) to pay the enforceable obligations of the former redevelopment agency's (RDA's) and the taxing entities that receive pass-through payments and distributions of property tax revenues.

II. Scope of Work to Be Performed

The Contractor shall perform all necessary procedures to complete the scope of work as outlined in this section for each of the 13 former RDAs in the County identified below. Contractor will discuss the procedures to be performed with County staff and obtain approval prior to proceeding with the work to be performed as defined in this Exhibit and Exhibits C - I.

The former RDAs in the County are listed below. RDAs have one project area unless otherwise indicated in parentheses. The table on page 8 of this exhibit provides contact information for each of the former RDAs.

- Belmont
- Brisbane (2)
- Daly City (2)
- East Palo Alto (3)
- Foster City (2)
- Menlo Park
- Millbrae
- Pacifica
- Redwood City (2)
- San Bruno
- San Carlos
- San Mateo (2)
- South San Francisco (6)

For each of the former RDAs, Contractor shall perform the following services upon request for the County:

A. Pass-through payment calculations

1. FY 2012-13 Pass-through Calculations. Determine and calculate all pass-through payments due to affected taxing entities for each former RDA in the County for fiscal year (FY) 2012-13; negotiated agreements (H&S Code § 33401), AB 1290 (H&S Code § 33607.5 & 33607.7), basic aid and 2% inflationary growth payments (H&S Code § 33676) using the Excel workbooks developed for the FY 2011-12 pass through calculations as modified per Task B 1. Calculate and report all pass-through payments due to taxing entities based on the tax increment deposited into RPTTF during January –June 2013. Contractor

will promptly communicate to County staff any possible legal, technical or interpretation issues that may arise during the course of their review. The format shall be as illustrated in Exhibit C & E and include any other documentation that supports the calculation.

The Contractor will perform the following procedures.

- Input RPTTF revenues based on information provided by County. Input of revenues will include adjustments that need to be made for AB 1290 pass through payments that have an adjusted base year.
- Input assessed values by tax rate area (TRA) for each project area.
- Request required inputs for the calculations from the County, former RDA's, taxing agencies and published sources.

a. For the following former RDA's, determine whether a formal request was made by school districts to receive additional pass-through payments pursuant to the terms of the H&S Code § 33401 negotiated agreements. Contractor shall contact via email, the successor agency of the former RDA's and school districts listed below to determine whether a request for additional payments was initiated.

- East Palo Alto (Ravenswood Elementary, SUHSD, SMCCCD, SMCOE)
- Pacifica (Pacifica Elementary, Jefferson High School, SMCCCD, SMCOE)
- Redwood City (SMCCCD, SUHSD, and Redwood City Elementary).
- San Mateo (San Mateo City School District)
- South San Francisco (South San Francisco Unified School District, SMCCCD, SMCOE)

b. Compute AB 1290 pass-through payments pursuant to the Los Angeles Unified School District vs. County of Los Angeles, 181 Cal.App.4th 414 (2010) decision using same the methodology Contractor applied on the County's FY 2011-12 calculations. This is illustrated in Exhibit D.

- For FY 2012-13 AB 1290 pass through calculations, Contractor will use K-12 ERAF entitlements estimates provided by the County.

- For FY 2011-12, the Contractor will use revised K-12 ERAF entitlement data and re-compute FY 2011-12 AB 1290 pass-through payments. Contractor will provide a comparative analysis of initial and revised AB 1290 pass-through amounts to determine the adjustment to be included in the June 1, 2013 RPTTF distribution.

c. Final pass-through payment amounts for FY 2012-13 will be linked to a summary Excel schedule as illustrated in Exhibit E. This schedule may be revised based on subsequent discussion and review between County and Contractor.

B. H&S Code § 34188 Distribution Models

Review the County's current H&S Code § 34188 distribution models referred to below to identify potential issues or concerns, compare to other counties, and refer to other available external guidance and relevant H&S Code sections. If needed, Contractor will provide County with a revised recommended H&S Code § 34188 model in a user-friendly Excel format with detailed explanation describing the recommended H&S § 34188 distribution model and the basis for the recommendation.

- RPTTF residual balances pursuant to H&S Code § 34183(a)(4).
- Proceeds from assets sales pursuant to H&S Code § 34177(e).
- Distribution of unencumbered Low and Moderate Income Housing Funds and other funds and account balances pursuant to H&S Code § 34179.6(c).

C. Other

Contractor will perform the following services based upon the County's request for the July-December 2013 ROPS period.

1. **H&S Code § 34182(c)(3) RPTTF Estimates for the period July –December 2013.** Prepare estimates of property tax to be allocated and distributed including pass through payments from RPTTF as illustrated in Exhibit F. Estimates should be based on the Oversight Board ROPS or if available Department of Finance (DOF) approved ROPS, estimated pass through payments, and estimated administrative costs.

2. **H&S Code § 34183 RPTTF Actual Distributions for the period July-December 2013.** Compute RPTTF distributions as illustrated in Exhibit F. Calculations should be based on DOF approved ROPS, actual increment apportioned to RPTTF, actual pass through payments calculations, and Successor Agency and County Controller's administrative costs pursuant to H&S Code § 34183.

3. **H&S Code § 34182.5 Review.** Perform a review pursuant to H&S Code § 34182.5 based on the criteria outlined and as illustrated in Exhibit G.

III. Reporting and Timing Requirements

Contractor shall commence work upon the execution date of this contract. Report preparation, editing and printing shall be the responsibility of the Contractor.

Contractor will participate in meetings at County offices or phone calls with County staff as needed during the course of this assignment up to five meetings, fifteen calls, and a training session. The number of meetings and phone calls is estimated to include the following:

- Pass-through interpretation issues
- 34188 methodology / recommendations
- RPTTF Distributions and ROPS review
- Training session for Controller staff to review pass-through obligations and the use of pass-through calculation models.

Contractor will prepare and distribute the following deliverables via email or hardcopy as described in the sections below to the following designated County staff.

Shirley Tourel, Deputy Controller
Controller's Office
555 County Center, 4th floor
Redwood City, CA 94063
stourel@smcgov.org,
650-599-1149

A. H&S 34188 Distribution Models. If services as described in Section II C of this Exhibit are requested, Contractor will e-mail a recommended model and detailed explanations for the basis of the model in a user-friendly Excel format by the later of **Friday, April 1, 2013** or 18 business days from notice to proceed with task II C., to the County personnel designated above.

B. FY 2012-13 pass-through calculations for the period January –June 2012. County will provide Contractor with final tax increment amounts (including refunds and adjustments) for each project area by **Tuesday, April 30, 2013**. Contractor will e-mail pass-through payment calculations for the period January-June 2013 for each former RDA and list any outstanding informational items still remaining to the County personnel designated above by **Friday, May 10, 2013** in a similar format as outlined in Exhibit C and E. On this same date, Contractor will email pass-through payment calculations to Successor Agency contacts listed on page 8 of this Exhibit.

C. FY 2012-13 Pass-through Calculations - Final Report. Contractor will e-mail one electronic copy of the final reports for each former RDA and mail one paper copy of the final reports to the to the County personnel designated above in a format as illustrated in Exhibit C (an excel and pdf version) and I. Contractor will also provide a summary of pass-through payments in an easy reference matrix format that will include information on pass-through arrangements by former RDA, project area and taxing agency as illustrated in Exhibit H. The final report (electronic and hardcopy) should include pass-through payment calculations for both 6 month periods, and written explanations describing the pass-through payment obligations. Contractor

will provide the DRAFT electronic copy by **Friday June 7, 2013**. County staff will review and ok the DRAFT report by **Friday June 14, 2013**. Contractor will deliver the final report in electronic and hardcopy format by **Friday June 28, 2013**.

D. H&S 34182(c)(3) RPTTF Estimates for the period July – December 2013. Contractor will e-mail RPTTF Estimates for the July-December 2013 period to the County personnel designated above by **Friday March 18, 2013** in a format illustrated in Exhibit F.

E. H&S Code § 34183 RPTTF Actual Distributions for the period July-December 2013. Contractor will e-mail RPTTF actual calculations for distributions pursuant to H&S Code § 34183 for period July-December 2013 in a format illustrated in Exhibit F by Monday May 20, 2013 to the County personnel designated above.

F. H&S 34182.5 Review of Obligations Reported on ROPS for the period July – December 2013. Contractor will email deliverables as illustrated in Exhibit G to the above designated personnel by **Friday March 18, 2013**.

IV. Working Paper Retention, Access to Working Papers and Confidentiality

A. All working papers and reports must be retained, at Contractor's expense, for a minimum of three years, and after three years, Contractor shall deliver all working papers to the County at the address specified in Section III above. Contractor will be required to make working papers available, upon request from the following parties or their designees:
   - The Grand Jury
   - County Audit Committee
   - Oversight Committee of each former RDA identified above
   - Parties designated by the federal or State governments (including but not limited to the State Controller's Office (H&S 34182(b)), Department of Finance, or by the County as part of an audit quality review process.

B. Contractor shall allow review of working papers as directed by the Controller in writing. Unless expressly authorized in writing by the Controller's office, or otherwise required by law, Contractor shall keep confidential all working papers or other documentation related to its performance of its duties under this Agreement.

C. Unless otherwise indicated (or given permission), all documentation provided to the Contractor by County staff shall be used only for the purpose of the terms of this contract to perform pass-through payment calculations. It shall not be used for any other purpose unless granted the authority by the County.

V. Payment Terms and Due Dates

Payment for the work set forth in this Contract Amendment shall not exceed $62,500. If additional work is required, it shall commence upon approval by the County and not to exceed $5,000. Including the allowance for additional services, if authorized, the total not to exceed contract amount will be $67,500 making the total of this Agreement not to exceed $164,000. Table 1 provides an estimated budget allocation by task. Contractor will provide the County with invoices per RDA detailed by actual hour spent and hourly rate as provided in Table 2 below. Contractor shall bill the County for actual hours worked at the agreed rates specified in Table 3 below. County will pay Contractor from RPTTF distributions by no sooner than June 1, 2013 for services from January through June 2013, or 30 days after receipt of invoices, whichever is later. Contractor will submit a final invoice for the balance of the scope of services in July 2013 payable by the County within 30 days of receipt.

VI. Contact Information for San Mateo County Redevelopment Agencies

RDA	Name	Title	Phone	Email
Belmont	Thomas Fil	Finance Director	650 595 7435	tfil@belmont.gov
Brisbane	Stuart Schillinger	Administrative Services Director	415 508 2151	schillinger@ci.brisbane.ca.us
Daly City	Don McVey	Director of Finance Administrative Services	650 991 8048	dmcvey@dalycity.org
East Palo Alto	Edmund Suen	Finance Director	650 853 3122	esuen@cityofepa.org
Foster City	Steve Toler Lin-lin Cheng	Assistant City Manager Finance Director	650 286 3266 650 286 3265	stoler@fostercity.org lcheng@fostercity.org
Menlo Park	Carol Augustine	Finance Director	650 330 6643	CTAugustine@menlopark.org
Millbrae	LaRae Brown	Finance Director	650 259 2433	lbrown@ci.millbrae.ca.us
Pacifica	Ann E. Ritzma,	Administrative Services Director	650 738 7402	ritzmaa@ci.pacifica.ca.us
Redwood City	Brian Ponty	Finance Director	650 780 7072	BPonty@redwoodcity.org
San Bruno	Kim Juran Mark Sullivan	Interim Finance Director Housing & Redevelopment Manager	650 616 7054 650 616 7053	KJuran@sanbruno.ca.gov msullivan@sanbruno.ca.gov
San Carlos	Rebecca Mendenhall	Administrative Services Director	650 802 4221	RMendenhall@cityofsancarlos.org
San Mateo	David Culver	Finance Director	650 522 7102	dculver@cityofsanmateo.org
South San Francisco	James Steele	Director of Finance	650 877-8509	Jim.Steele@ssf.net

Table 1: Estimated Budget by Task

For June 1, 2013 Distribution	
Pass-through Calculations for January to June 2013, revise AB 1290 allocation factors and re-compute FY 2011-12 AB 1290 pass-throughs, summary table on adjustments to FY 2011-12 AB 1290 pass-throughs. Training Session / "Refresher." (Section IIB2a-b of Exhibit).	$12,500
Pass-through summary report and pass-through summary matrix update.	$4,000
Subtotal Pass-throughs for June 1, 2013 Distribution	**$16,500**
Methodology for Distributions Pursuant to H&S Code 34188, Excel Distribution Model, and Recommendations Memorandum (Section II C of Exhibit)	**$25,000**
Budget estimate may be reduced by $5,000 if only RPTTF distributions are addressed and distributions of assets or LMIHF balances review are excluded.	
RPTTF Distributions and ROPS Review (Section IID)	
RPTTF April 1 Estimate	$10,000
RPTTF Distribution Calculations for June 1, 2013 Distribution*	$6,000
ROPS Objections Review	$5,000
Subtotal RPTTF Distributions and ROPS Review	**$21,000**
Sub Total Recommended Budget Authorization	**$62,500**
Contingency	$5,000
Sub Total Recommended Budget Authorization	**$67,500**

* Budget reflects efficiencies from also preparing April 1 Estimate.

Table 2
Estimated Budget by RDA

	No. of Project Areas	Hours by RDA: Principal $250 /Hr	Technical $95.0 /Hr	Administrative $80.0 /Hr	Total Hours	Budget Estimate
Pass Through Services						
Belmont	1	1.75	1.75	0.75	4.25	$663.75
Brisbane	2	3.50	3.50	1.25	8.25	$1,307.50
Daly City	2	3.50	3.50	1.25	8.25	$1,307.50
East Palo Alto	3	5.25	5.25	2.00	12.50	$1,971.25
Foster City	2	3.50	3.50	1.25	8.25	$1,307.50
Menlo Park	1	1.75	1.75	0.75	4.25	$663.75
Millbrae	1	1.75	1.75	0.75	4.25	$663.75
Pacifica	1	1.75	1.75	0.75	4.25	$663.75
Redwood City	2	3.50	3.50	1.25	8.25	$1,307.50
San Bruno	1	1.75	1.75	0.75	4.25	$663.75
San Carlos	1	1.75	1.75	0.75	4.25	$663.75
San Mateo	2	3.50	3.50	1.25	8.25	$1,307.50
South San Francisco	6	10.75	10.75	3.75	25.25	$4,008.75
Subtotal	25	44.00	44.00	16.50	104.50	$16,500.00
RPTTF Methodology						
Belmont	1	4.00	0.50	0.25	4.75	$1,067.50
Brisbane	2	7.25	1.00	0.25	8.50	$1,927.50
Daly City	2	7.25	1.00	0.25	8.50	$1,927.50
East Palo Alto	3	11.00	1.50	0.50	13.00	$2,932.50
Foster City	2	7.00	1.00	0.25	8.25	$1,865.00
Menlo Park	1	4.00	0.50	0.25	4.75	$1,067.50
Millbrae	1	4.00	0.50	0.25	4.75	$1,067.50
Pacifica	1	4.00	0.50	0.25	4.75	$1,067.50
Redwood City	2	7.25	1.00	0.50	8.75	$1,947.50
San Bruno	1	4.00	0.50	0.25	4.75	$1,067.50
San Carlos	1	4.00	0.50	0.25	4.75	$1,067.50
San Mateo	2	7.25	1.00	0.25	8.50	$1,927.50
South San Francisco	6	23.00	2.50	1.00	26.50	$6,067.50
Subtotal	25	94.00	12.00	4.50	110.50	$25,000.00
RPTTF Distributions and ROPS Review						
Belmont	1	1.75	4.00	0.25	6.00	$837.50
Brisbane	2	3.50	8.00	0.50	12.00	$1,675.00
Daly City	2	3.50	8.00	0.50	12.00	$1,675.00
East Palo Alto	3	5.50	12.00	0.75	18.25	$2,575.00
Foster City	2	3.50	8.00	0.50	12.00	$1,675.00
Menlo Park	1	1.75	4.00	0.25	6.00	$837.50
Millbrae	1	1.75	4.00	0.25	6.00	$837.50
Pacifica	1	1.75	4.00	0.25	6.00	$837.50
Redwood City	2	3.50	8.00	0.50	12.00	$1,675.00
San Bruno	1	1.75	4.00	0.25	6.00	$837.50
San Carlos	1	1.75	4.00	0.25	6.00	$837.50
San Mateo	2	3.50	8.00	0.50	12.00	$1,675.00
South San Francisco	6	10.50	24.00	1.50	36.00	$5,025.00
Subtotal	25	44.00	100.00	6.25	150.25	$21,000.00
Contingency						$5,000.00
Grand Total		182.00	156.00	27.25	365.25	$67,500.00

Table 3: Contractor's Hourly Rate Schedule	
A. JERRY KEYSER*	$280.00
MANAGING PRINCIPALS	$280.00
SENIOR PRINCIPALS	$270.00
PRINCIPALS	$250.00
MANAGERS	$225.00
SENIOR ASSOCIATES	$187.50
ASSOCIATES	$167.50
SENIOR ANALYSTS	$150.00
ANALYSTS	$130.00
TECHNICAL STAFF	$95.00
ADMINISTRATIVE STAFF	$80.00

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Counsel

DATE: February 6, 2013
BOARD MEETING DATE: February 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John C. Beiers, County Counsel

SUBJECT: Resolution Providing for Issuance of Ravenswood City School District 2013-14 Tax and Revenue Anticipation Notes

RECOMMENDATION:
Adopt a Resolution providing for the issuance Ravenswood City School, County of San Mateo, State of California, District 2013-14 Tax and Revenue Anticipation Notes.

BACKGROUND:
Pursuant to state statute, a school district may borrow money by issuing Tax and Revenue Anticipation Notes (TRANS) for any purpose for which the school district is authorized to use and expend moneys, including, but not limited to, current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the school district. When issued by the school district individually, such notes must be issued in the name of the school district by the Board of Supervisors. The school district pledges any taxes, income or revenue for payment of the notes, and the notes are a general obligation of the school district.

DISCUSSION:
The Board of Trustees of the Ravenswood City School District (the "District") passed its Resolution on December 13, 2012, requesting the borrowing of funds not to exceed $7,500,000 through the issuance of 2013-14 Tax and Revenue Anticipation Notes (the "Notes"). Subsequent to the adoption of the District Resolution, the District determined that it will issue no more than $2,400,000 worth of Notes. The recommended resolution authorizes issuance of up to $2,400,000 of the Notes, approves the form of the Notes and the sale of the Notes by a competitive public sale, or an alternative negotiated
sale if there are no bidders at the public sale, and authorizes the signatures and other actions necessary to finalize the issuance.

A copy of the District's Resolution has been filed with the Clerk of the Board.

Authorizing the issuance and sale of the Notes will contribute to the Shared Vision 2025 outcome of Collaborative Community by supporting fiscal accountability.

FISCAL IMPACT:

The TRANS are not an obligation of the County and have no fiscal impact on the County.

cc: John Maltbie, Acting County Manager
Sandie Arnott, Tax Collector-Treasurer
Bob Adler, Controller
Bill Lofton, Esq., Bond Counsel

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RESOLUTION NO. _____

BOARD OF SUPERVISORS, SAN MATEO COUNTY, STATE OF CALIFORNIA

* * * * * *

RESOLUTION PROVIDING FOR THE ISSUANCE OF RAVENSWOOD CITY SCHOOL DISTRICT COUNTY OF SAN MATEO STATE OF CALIFORNIA 2013-14 TAX AND REVENUE ANTICIPATION NOTES

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

WHEREAS, pursuant to Section 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the school district;

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of a county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing;

WHEREAS, the County Superintendent of the County of San Mateo (the "County") has jurisdiction over the Ravenswood City School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated December 13, 2012, entitled "RESOLUTION OF THE BOARD OF

TRUSTEES OF THE RAVENSWOOD CITY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AGGREGATE PRINCIPAL AMOUNT OF 2013-14 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO TO ISSUE SAID NOTES" (the "District Resolution") which District Resolution requests the borrowing of not exceeding Seven Million Five Hundred Thousand Dollars ($7,500,000) at an interest rate not exceeding eight percent (8%), through the issuance by the County Board of 2013-14 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and which District Resolution has been filed with the Clerk of this Board of Supervisors;

WHEREAS, the District has informed the County that it has determined to reduce the size of its borrowing to an amount not to exceed Two Million Four Hundred Thousand Dollars ($2,400,000);

WHEREAS, as permitted by Section 53854 of the Act, the Notes are payable not later than fifteen months after the date of issue and shall be payable only from revenue received or accrued during the District's 2013-14 fiscal year;

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the General Fund of the District during or allocable to fiscal year 2013-14 are pledged for the payment of the Notes;

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the

District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act, and shall not in any way be payable from County moneys;

WHEREAS, the Notes shall be in denominations of $5,000 or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued on a date to be designated, as permitted by Section 53853 of the Act; and shall be in the form and executed in the manner prescribed in the District Resolution and herein, as required by Section 53853 of the Act;

WHEREAS, the County Board has no independent knowledge of but accepts the determination by the District that said $2,400,000 maximum principal amount of Notes to be issued by the County Board in fiscal year 2013-14, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act;

WHEREAS, the Notes will not be outstanding after a period ending twelve months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in Section 1.103-14(c) of the Income Tax Regulations of the United States Treasury;

WHEREAS, pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), under certain circumstances, certain obligations the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code may be designated by the issuer thereof as "qualified tax-exempt obligations," thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institution's interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, the District Board has designated the Notes as "bank qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that:

SECTION 1. Authorization of Issuance of Notes; Terms Thereof. The County Board hereby authorizes the issuance, in the name of the District, of an amount not to exceed $2,400,000 principal amount of Notes under Sections 53850 *et seq.* of the Act, designated "Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes" (the "Notes"); to be numbered from 1 consecutively upward in order of issuance; to be in the denominations of $5,000, or integral multiples thereof, as determined by the financial advisor to the District; to be dated the date of delivery thereof; to mature (without option of prior redemption) 364 days from said date of delivery (or 359 days computed on a 30-day month/360-day year basis), or if such date is not a day on which banks in New York or California are open for business, on the last day prior to such date; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at

the time of sale thereof, but not in excess of eight percent (8%) per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of the Treasurer-Tax Collector of the County of San Mateo (the "Treasurer-Tax Collector"), which is hereby designated to be the paying agent for the Notes. This Board hereby approves the payment of the reasonable fees and expenses of the Treasurer-Tax Collector as they shall become due and payable.

SECTION 2. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes. Registered ownership may not thereafter be transferred except as set forth in Section 4 hereof. Attached to each note shall be the legal opinion of Lofton & Jennings respecting the validity of said Notes and, on the page immediately prior to such legal opinion, a certificate executed with the manual or facsimile signature of the President of the County Board (the "President"), said certificate to be in substantially the following form:

I HEREBY CERTIFY that attached hereto as the immediately following pages is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Lofton & Jennings and was dated as of the date of delivery of and payment for said Notes.

[Signature]
President, Board of Supervisors

SECTION 3. Transfer and Exchange of Notes. Subject to the provisions of Section 4 hereof, the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Treasurer-Tax Collector for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Treasurer-Tax Collector.

Whenever any Note or Notes shall be surrendered for registration or transfer, the Treasurer-Tax Collector shall execute and deliver a new Note or Notes, for a like aggregate principal amount. The Treasurer-Tax Collector shall require the Note owner requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The County may require the owner requesting such registration of transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Treasurer-Tax Collector with respect to such registration of transfer. The Treasurer-Tax Collector may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Treasurer-Tax Collector shall not be affected by any notice to the contrary.

Subject to the provisions of Section 4 hereof, Notes may be exchanged at the office of the Treasurer-Tax Collector for a like aggregate principal amount of Notes in other authorized denominations. The Treasurer-Tax Collector shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Treasurer-Tax Collector may require the owner requesting such exchange to pay such additional reasonable charge

as may be necessary to cover customary expenses incurred and fees charged by the Treasurer-Tax Collector or the District with respect to such exchange.

SECTION 4. Use of Depository.

(a) The Notes may be initially registered as provided in Section 2 hereof. In such event, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 4 (a "substitute depository"); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the Treasurer-Tax Collector, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The

Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section 4, upon receipt of the outstanding Notes by the Treasurer-Tax Collector, together with a request of the County, on behalf of the District, to the Treasurer-Tax Collector, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (a) of this subparagraph (b), upon receipt of the outstanding Notes by the Treasurer-Tax Collector together with a request of the County to the Treasurer-Tax Collector, new Notes shall be executed and delivered in such denominations numbered in the manner determined by the Treasurer-Tax Collector and registered in the names of such persons as are requested in such a request of the County; provided, the Treasurer-Tax Collector shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 3 hereof.

(c) The County and the Treasurer-Tax Collector shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Treasurer-Tax Collector or the County; and the County and the Treasurer-Tax Collector shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Treasurer-Tax Collector will have any

responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(d) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County and the Treasurer-Tax Collector shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 5. Deposit of Note Proceeds. The proceeds from the sale of the Notes shall be deposited in the County Treasury to the credit of the District and shall be invested by the Treasurer-Tax Collector in the County Treasury Pool. The County makes no assurances regarding the use of proceeds from the sale of the Notes.

SECTION 6. Payment of Notes.

(a) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2013-14 and which are available therefor, and are not payable from moneys of the County. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided in the District Resolution and by law. Not withstanding anything to the contrary contained herein or in any document mentioned herein or related to the Notes, the County shall not have any monetary liability hereunder or by reason hereof or in connection with the transactions

contemplated hereby and the Notes shall be payable solely from the moneys of the District available therefor as set forth in this Section and in Section 4 of the District Resolution.

(b) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, as provided in the District Resolution, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending September 30, 2013 an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2014; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month from unrestricted revenues received by the District in the month ending January 31, 2014 (such pledged amounts being hereinafter called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of total Pledged Revenues to be deposited from unrestricted revenues in any month, then the amount of such deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(c) Covenant Regarding Additional Short-term Borrowing. The District has covenanted and warranted that it will not request the Treasurer-Tax Collector to make temporary transfers of funds in the custody of the Treasurer-Tax Collector to meet any obligations of the District during the 2013-14 fiscal year pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(d) Deposit of Pledged Revenues. The Pledged Revenues shall be held by the Treasurer-Tax Collector in a special fund designated as the "Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

SECTION 7. Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received be accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues accounted for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

All moneys held by the Treasurer-Tax Collector in the Repayment Fund shall be invested, to the greatest extent possible, as permitted by the Government Code and the currently-effective County Investment Policy; provided that no investment shall have a maturity date later than the maturity date of the Notes.

SECTION 8. Execution of Notes. The President, or a designated deputy thereof, is hereby authorized to sign the Notes manually or by facsimile signature, and the Treasurer-Tax Collector is hereby authorized to sign the Notes manually. The Clerk of the County Board (the "Clerk") is hereby authorized to countersign the Notes manually and the Treasurer-Tax Collector to authenticate the Notes; and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

SECTION 9. Sale of Notes. The Notes shall be sold at a public sale, said public sale to be at the time and place and upon the terms provided in the Official Notice of Sale of the Notes, which Notice shall be substantially in the form set forth as Exhibit B hereto and by reference incorporated herein (the "Notice of Sale"). Sealed bids for the purchase of the Notes shall be received by the District's Superintendent (the "Superintendent") or its Chief Business Official (the "Chief Business Official") or the designee of either of them, and the Treasurer-Tax Collector or her designee at the time and place set forth in the Notice of Sale. The Treasurer-Tax Collector or her designated deputy is authorized to distribute copies of the Notice of Sale. The County Board hereby authorizes publication in The Bond Buyer of a Notice of Intention to Sell (the "Notice of Intention to Sell") in substantially the form attached hereto as Exhibit C and made a part hereof by this reference, said Notice of Intention to sell being required to be

made in a financial publication generally circulated throughout the State at least 15 days prior to the award of the Notes at a competitive bid pursuant to Section 53692 of the Government Code. In the event that no bids are received at the public sale, the Notes will be sold through a negotiated sale with an underwriting firm selected by the District Superintendent with the approval of the County Treasurer-Tax Collector and the Treasurer-Tax Collector or her designated deputy are authorized to enter into a Note Purchase Agreement with such underwriting firm in substantially the form attached hereto as Exhibit D and made a part hereof by this reference.

SECTION 10. Award of Notes. The Superintendent and the Chief Business Official or the designee of either of them, and the Treasurer-Tax Collector or her designee are hereby authorized to award the Notes in an aggregate principal amount not exceeding the aforesaid sum to the bidder for the Notes providing the lowest net interest rate as provided in the Notice of Sale, provided that the interest rate on the Notes shall not exceed eight percent (8%) per annum. Upon award of the Notes to the successful bidder, (i) the Treasurer-Tax Collector is hereby authorized and directed to execute a certificate stating the principal amount of the Notes, the maturity date of the Notes and the interest rate on the Notes, and (ii) appropriate officers of the County are authorized and directed to execute and deliver the Notes to the successful bidder. In the event two or more bids setting forth identical net interest rates are received and aggregating in excess of the principal amount of the Notes, the Treasurer-Tax Collector shall offer the Notes to such bidders on a pro-rata basis, to the extent practicable.

SECTION 11. Authorization of Preliminary Official Statement and the Official Statement. A. M. Peché & Associates LLC, the District's financial advisor, and Lofton & Jennings, Bond Counsel, are hereby authorized to prepare a Preliminary

Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Superintendent of the District, the Chief Business Official of the District or the designee of either of them, is hereby authorized and requested to execute and deliver the Official Statement. The Chief Business Official is also authorized to deem "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934 the Official Statement prior to its distribution.

SECTION 12. Delivery of Notes. The proper officers of the County Board are hereby authorized and directed to deliver the Notes to the Underwriter in accordance herewith and with the Notice of Sale. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to those described in the Notice of Sale, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and the resolution heretofore adopted by the District Board.

SECTION 13. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for the levy, collection and enforcement of secured property taxes allocable to the District in accordance with law and for carrying out the provisions of the District Resolution and of this Resolution.

SECTION 14. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

SECTION 15. Acknowledgment of the Notes as Bank Qualified Tax-Exempt Obligations. The County acknowledges that, as provided in the District Resolution, the District has designated the Notes as "bank qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 16. Limited County Liability. Notwithstanding anything to the contrary contained herein, in the Notes, or in any other document mentioned herein, neither the County nor the County Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, and the Notes shall be payable solely from the moneys of the District available therefor as set forth in Section 6 hereof.

EXHIBIT A

FORM OF NOTE

REGISTERED No. 1 REGISTERED $_____

RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

RATE OF INTEREST:	NOTE DATE:	MATURITY DATE:	CUSIP:
____%	_____, 2013	_____, 2014	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:_____ MILLION DOLLARS

OR VALUE RECEIVED, the Ravenswood City School District (the "District"), County of San Mateo, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assignee, at the office of Treasurer-Tax Collector of the County of San Mateo, the Principal Amount specified above in lawful money of the United States of America, on the Maturity Date set forth above, together with interest thereon at the Rate of Interest per annum set forth above, in like lawful money of the United States of America from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the Registered Owner fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars ($_____) all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of San Mateo duly passed and adopted on February 26, 2013 and a Resolution of the Board of Trustees of the District duly passed and adopted on December 13, 2012, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys that are received by the District during fiscal year 2013-14. As security for the payment of the principal of and interest on the Notes the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending September 30, 2013; and an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2014; plus an amount sufficient pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from the unrestricted revenues of the District to be received in the month ending January 31, 2014 (such pledged amounts being hereinafter called the "Pledged Revenues"); and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

This Note is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the office of the Treasurer-Tax Collector but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Treasurer-Tax Collector may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Treasurer-Tax Collector shall be affected by any notice to the contrary. Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

IN WITNESS WHEREOF, the County of San Mateo has caused this Note to be executed by the President of its Board of Supervisors by manual or facsimile signature and by the Clerk of its Board of Trustees by manual signature and countersigned by the Treasurer-Tax Collector by manual signature and has caused a facsimile of its official seal to be printed hereon this ____ day of _____, 2013.

COUNTY OF SAN MATEO

By: [Signature]
President of the Board of Supervisors

By: [Signature]
Treasurer-Tax Collector

(SEAL)

Countersigned

By: [Signature]
Clerk to the Board of Supervisors

RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

LEGAL OPINION

I HEREBY CERTIFY that attached hereto as the immediately following pages is a true and correct copy of the legal opinion upon the notes therein described that was provided by Lofton & Jennings, and was dated as of the date of delivery of and payment for said Notes.

[Signature]
President, Board of Supervisors

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Treasurer-Tax Collector with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

BANK QUALIFIED TAX-EXEMPT OBLIGATION

This Note has been determined to be a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, by resolution of the District.

EXHIBIT B

OFFICIAL NOTICE OF SALE

$2,400,000
RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTES

NOTICE IS HEREBY GIVEN that faxed unconditional proposals will be received by or on behalf of the Superintendent (the "Superintendent") of the Ravenswood City School District (the "District") and the Treasurer-Tax Collector (the "Treasurer-Tax Collector") of the County of San Mateo, California (the "County"), at the office of the Financial Advisor, A. M. Peché & Associates LLC, 1025 Morton Street, Alameda, California 94501, telephone number (510) 521-2077, facsimile number (510) 521-2078, on

_____, March __, 2013

at the hour of 10:00 A.M., Pacific Daylight Time, for the purchase of $2,400,000 principal amount of Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes (the "Notes"), more particularly described below.

ISSUE: $2,400,000 designated "Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes," consisting of registered notes, without coupons.

DATE AND MATURITY: The Notes will be dated the date of delivery, and will all mature on _____, 2014.

INTEREST RATE: The maximum interest rate bid may not exceed eight percent (8%) per annum, payable upon maturity of the Notes. Bidders must specify the rate of interest which the Notes bid upon shall bear, provided that: (i) all Notes shall bear the same interest rate; (ii) no Note shall bear more than one rate of interest; (iii) each Note shall bear interest from its date to its stated maturity at the interest rate specified in the bid; (iv) the interest rate specified must be in a multiple of 1/1000 of one percent. Interest will be computed on a 30-day month/360-day year basis.

REDEMPTION: The Notes are not subject to call and redemption prior to maturity.

FULL BOOK-ENTRY: The Notes, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Notes. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 and integral multiples

thereof. Purchasers will not receive certificates representing their interest in the Notes purchased.

PAYMENT: Both principal and interest are payable in lawful money of the United States of America at the office of the Treasurer-Tax Collector in Redwood City, California, as Treasurer-Tax Collector, to DTC, which will in turn remit such principal and interest to the beneficial owners of the Notes through DTC's Participants, as described in the Preliminary Official Statement.

PURPOSE OF ISSUE: The Notes are to be issued in the name of the District (the "District") by the County and are authorized pursuant to the provisions of Section 53850-53858 of the Government Code of the State of California and the provisions of resolutions of the Board of Trustees of the District (the "District Board") and of the Board of Supervisors of the County (the "County Board"), for any purpose for which the District is authorized to use and expend moneys.

SECURITY: The Notes are obligations of the District and shall not in any way be payable from County moneys, and as security for the payment of the principal of and interest on the Notes, the District pledges an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending September 30, 2013; plus an amount equal to fifty percent (50%) of the principal amount of the Notes, and an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from the unrestricted revenues received by the District in the month ending January 31, 2014. By statute, the Notes are declared to be a general obligation of the District and to the extent not paid from said pledged moneys shall be paid with the interest thereon from any other moneys of the District lawfully therefor. Under provisions of the California Constitution, the District is generally prohibited from incurring any indebtedness or liability exceeding in any year the income and revenue provided for such year, without the assent of two-thirds of its qualified electors voting at an election called for such purpose.

TERMS OF SALE

HIGHEST BID: The Notes will be awarded on the basis of the lowest net interest rate, including premium, offered in the proposals. No bid for less than par will be entertained. In the event two or more bids setting forth identical interest rates and premium per dollar principal amount, if any, and aggregating a principal amount in excess of the principal amount of unawarded Notes are received, the County, acting through the Treasurer-Tax Collector or their designee, and the District, acting through the Superintendent of the District (the "Superintendent"), the Chief Business Officer, or the Superintendent's designee, reserve the right to exercise their own discretion and judgment in making the award and may award the Notes on a pro rata basis in such denominations as the County Board and the District Board shall determine.

RIGHT OF REJECTION: The County, acting through the Treasurer-Tax Collector or their designee, and the District, acting through the Superintendent, the

Chief Business Officer or the designee of either, reserve the right, in their discretion, to reject any and all bids and to waive any irregularity or informality in any bid.

PROMPT AWARD: The County, acting through the Treasurer-Tax Collector or their designee, and the District, acting through the Superintendent, the Chief Business Officer or the designee of either, will take action awarding the Notes or rejecting all bids not later than 26 hours after the expiration of the time herein prescribed for the receipt of proposals unless such time of award is waived by the successful bidder.

DELIVERY AND PAYMENT: It is estimated that delivery of the Notes will be made to the successful bidder at the office of Lofton & Jennings, 225 Bush Street, 16th Floor, San Francisco, California 94104, on March __, 2013. Payment of the purchase price must be made in funds immediately available to or at the direction of the Treasurer-Tax Collector. The costs of registering the Notes in the name of Cede & Co., as nominee of DTC, will be borne by the successful bidder.

RIGHT OF CANCELLATION: The successful bidder shall have the right at its option to cancel the contract of purchase if the County shall fail to execute the Notes and tender the same for delivery within 30 days from the date of sale thereof, as to such event, the successful bidder shall be entitled to the return of the deposit accompanying it.

FORM OF BID: Bids must be for all of the Notes, and must be for not less than the par value thereof. Each bid must be telecommunicated to A. M. Peché & Associates LLC, the Financial Advisor at (510) 521-2078, not later than 10:00 A.M., Pacific Daylight Time, on said date of sale. Each bid must be in accordance with the terms and conditions set forth herein, and must be submitted on, or in substantial accordance with, proposal form provided by the County the prescribed form of bid for the Notes is attached hereto as Exhibit A and all bids must be submitted on such form. Bids which do not conform to the terms of this paragraph will be rejected. Neither the County, the District, the Financial Advisor nor Lofton & Jennings shall be responsible for the inability of any bidder to promptly and legibly deliver its bid by telecommunication.

ESTIMATE OF NET INTEREST COST: Bidders are requested (but not required) to supply an estimate of the total net interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the District or the County. For the purpose of calculating net interest cost, assume a delivery date of March ___, 2013.

CUSIP NUMBERS: The purchaser is responsible for applying for CUSIP numbers and the cost of the service bureau assignment will be the purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchase to refuse to accept delivery of and pay for the Notes.

GOOD FAITH DEPOSIT: The winner bidder will be required to deposit the amount of ten thousand dollars ($10,000) by no later than 12:00 o'clock Noon, Pacific Daylight Time, on the day following the receipt of the bids by wire transfer to County of San Mateo, as follows:

Union Bank of California
ABA #122000496
Account #7020010287
For Credit to: San Mateo County
REF: Ravenswood 2013-14 TRANs

No interest will be paid upon the deposit.

The deposit of the successful bidder will, immediately upon acceptance of its bid, become the property of the District, to be held in trust by the County and the principal amount of such deposit shall be credited to the successful purchaser upon the purchase price of the Notes. If the purchase price is not paid in full upon tender of the Notes, the successful bidder shall have no right in or to the Notes or to the recovery of its deposit, unless it shall appear that the Notes cannot be validly issued in the form and manner proposed. In the event of nonpayment for the Notes upon valid tender thereof to the successful bidder, the County reserves any and all rights it may have to recover, on behalf of the District, the agreed purchase price of the Notes and, in addition, any damages suffered by the County and/or the District.

CERTIFICATION OF REOFFERING PRICE: The successful bidder shall be required, as a condition to the delivery of the Notes, to certify to the County and the District in writing the price at which a substantial amount of the Notes were sold to the public, in the form and substance satisfactory to the County, the District, and Bond Counsel.

CHANGE IN TAX-EXEMPT STATUS: At any time before the Notes are tendered for delivery, any successful bidder may disaffirm and withdraw its proposal if the interest received by private holders from notes of the same type and character shall be determined to be includable in gross income under present federal income tax laws, either by a ruling of the Internal Revenue Service or by a decision of any federal court, or shall be determined to be includable in gross income by the terms of any federal income tax law enacted subsequent to the date of this notice.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION: The successful bidder will be required, pursuant to the State law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Notes.

DTC: The successful bidder will be required to pay the fees of DTC regarding underwriter eligibility for and utilization of the DTC book-entry system.

COSTS OF ISSUANCE: The successful bidder will be required to pay the costs of issuance of the Notes as soon as practicable following the issuance of the Notes upon receipt of a requisition therefor from the District. The total amount of such costs will be credited towards the purchase price of the Notes.

CLOSING PAPERS; LEGAL OPINION: Each proposal will be conditioned upon the District furnishing to each successful bidder, without charge, concurrently with

payment for and delivery of the Notes, the following closing papers, each dated the date of such delivery:

(a) The opinion of Lofton & Jennings, San Francisco, California, Bond Counsel, approving the validity of the Notes and stating that under existing statutes, regulations and court decisions, interest on the Notes is exempt from all present State of California personal income taxes and, assuming compliance with certain covenants and requirements, is excludable from gross income for federal income tax purposes (although such interest may be subject to the corporate, alternative minimum and environmental taxes), a copy of which opinion (certified by the official in whose office the original is filed) will be printed on, or attached to, each Note without cost to the purchaser.

(b) A certificate of the District that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be "arbitrage bonds;"

(c) An opinion of County Counsel to the effect that there is no litigation threatened or pending affecting the validity of the Notes;

(d) A certificate of an appropriate District official, acting on behalf of the District solely in his official, and not in his personal capacity, that at the time of the sale of the Notes and at all times subsequent thereto, up to and including the time of the delivery of the Notes to the initial purchasers thereof, the Official Statement of the District pertaining to said Notes did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading;

(e) The signature certificate of the officials of the County, showing that they have signed the Notes and impressed the seal of the County thereon, and that they were respectively duly authorized to execute the same; and

(f) The receipt of the Treasurer-Tax Collector to the effect that the purchase price of the Notes has been received by such officer.

In addition, the obligation of the County to deliver the Notes to the successful bidder is conditioned upon the receipt by the County of a certificate as to issue price, dated the date of delivery, duly executed by said bidder and in form and substance satisfactory to Lofton & Jennings, San Francisco, California, Bond Counsel.

CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the District will undertaken, pursuant to a resolution of the District Board and a Continuing Disclosure Certificate, to provide certain notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

INFORMATION AVAILABLE: Requests for information concerning the District should be addressed to:

Albert M. Peché
Manager
A. M. Peché & Associates LLC
1025 Morton Street
Alameda, California 94501
Telephone: (510) 510-2077
Fax: (510) 521-2078
E-mail: APeche@PecheAssociates.com

The Preliminary Official Statement together with any supplements thereto, shall be in form "deemed final" by the District for purposes of SEC Rule 15c2-12, but is subject to revision, amendment and completion in a final official statement. The District will provide each successful bidder printed copies of the Official Statement for this issue. Up to 5 copies of the Official Statement will be furnished without cost within seven days of the sale, and any additional copies will be furnished at the expense of the bidder.

Date: March __, 2013

RAVENSWOOD CITY SCHOOL DISTRICT

By: ___Megan Curtis_____
Chief Business Officer

FORM OF BID PROPOSAL OF
$2,400,000
RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTES

Pursuant to the Official Notice of Sale for the above-referenced Notes (the terms of which are made a part of this bid) we offer to purchase $2,400,000 principal amount, all or none, of the Notes designated as "Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes" (the "Notes") at a purchase price of $_____.

The Notes will bear interest to maturity (calculated on the basis of a 30-days month and a 360-day year) at a rate of ____% per annum.

This proposal is subject to acceptance not later than twenty-six (26) hours after the expiration of the time of the receipt of proposals as specified in the Official Notice of Sale.

The Depository Trust Company, New York, New York ("DTC") will act as securities depository of the Notes. The Notes, when delivered, will be registered in the name of Cede & Co., as nominee of DTC. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Notes purchased.

We hereby request that ____ printed copies of the Official Statement (not to exceed 5 copies at the expense of the District) be furnished to us in accordance with the terms of the Official Notice of Sale.

Assuming a calculation date of March __, 2013 and a maturity date of March __, 2014, our calculation of the net interest cost and net interest rate, which is considered to be informative only and not a part of the bid, is as follows:

Total Interest $_____
Less Premium (if any) $_____
Net Interest Cost $_____
Net Interest Rate _____%

Name of bidding Firm _____

I certify (or declare) under penalty or perjury under the laws of the State of California that this proposal is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited) any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

Respective submitted,

Firm_____

By_____

Title_____

Address_____

City_____

State_____

Telephone_____

The following is a list of the members of our account on whose behalf this bid is made.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Submission is via FAX to:

A. M. Peché & Associates LLC,
FAX No. (510) 521-2078

Good Faith Deposit:

_____We will wire funds in the amount of $10,000 to the County of San Mateo by 12:00 Noon Pacific time on the day following this bid as provided in the Official Notice of Sale, as follows:

Union Bank of California
ABA #122000496
Account #7020010287
For Credit to: San Mateo County
REF: Ravenswood 2013-14 TRANs

We acknowledge that no interest will be paid on this deposit.

EXHIBIT C

NOTICE OF INTENTION TO SELL

$_____*
RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTES

NOTICE IS HEREBY GIVEN that sealed or facsimile bids will be received by A. M. Peché & Associates LLC, the Financial Advisor, acting on behalf of the Ravenswood City School District, County of San Mateo, State of California (the "District"), for the purchase of $_____* principal amount of Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes at the hour of _____ A.M., Pacific Daylight Time, on

_____

at the office of A. M. Peché & Associates LLC, 1025 Morton Street, Alameda, California 94501, facsimile number (510) 521-2078. In the event that no bid is awarded, the County and the District will receive bids each successive _____ at the same time and location until such time as a bid is awarded or the County and the District determine to withdraw sale of the Notes. An Official Statement and an Official Notice of Sale relating to the Notes will be furnished upon request to the Financial Advisor at (510) 521-2077.

Dated: _____, 2013

RAVENSWOOD CITY SCHOOL DISTRICT

By:_____
Chief Business Official

_____
* Preliminary, subject to change.

EXHIBIT D

FORM OF NOTE PURCHASE AGREEMENT

$_____
RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTES

NOTE PURCHASE AGREEMENT

_____, 2013

Sandie Arnott
Treasurer-Tax Collector
San Mateo County
County Government Center
555 County Center, 1st Floor
Redwood City, California 94063

Megan Curtis
Chief Business Official
Ravenswood City School District
2160 Euclid Avenue
East Palo Alto, California 94303

Ladies and Gentlemen:

The undersigned (the "Underwriter") offers to enter into this Note Purchase Agreement (the "Note Purchase Agreement") with San Mateo County, California (the "County"), and Ravenswood City School District (the "District"), which, upon your acceptance hereof, will be binding upon the County, the District and the Underwriter. This offer is made subject to the written acceptance of this Note Purchase Agreement by the County and the District and delivery of such acceptance to us at or prior to 8:00 A.M., Pacific Daylight Time, on the date hereof.

1. **Purchase and Sale of the Notes**. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of $_____ in aggregate stated principal amount of the Ravenswood City School District, County of San Mateo, State of California, 2013-14 Tax and Revenue Anticipation Notes (the "Notes"). The Underwriter shall purchase the Notes at a price of $_____ (principal amount of the Notes of $_____, less underwriter's discount of $_____ and plus net original issue premium of $_____).

2. **The Notes.** The Notes will be dated the date of delivery thereof; will mature (without option of prior redemption) 364 days from said date of delivery (or 359 days computed on a 30-day month/360-day year basis), or if such date is not a day on which banks in New York or California are open for business, on the last day prior to such date; and will bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of eight percent (8%) per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of the Treasurer-Tax Collector of the County of San Mateo (the "Tax Collector-Treasurer"), which is hereby designated to be the paying agent for the Notes. Interest on the Notes is not includable in gross income and the Notes are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

The Notes shall be dated the date of delivery thereof. The Notes shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on December 13, 2012 (the "District Resolution") and the Resolution of the Board of Supervisors of the County adopted _____, 2013 (the "County Resolution" and collectively with the District Resolution, the "Resolutions") and Section 53850 *et seq.* of the Government Code of the State of California (the "Act").

The Notes shall be executed and delivered under and in accordance with the provisions of this Note Purchase Agreement and the Resolutions. The Notes shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York; the Notes shall initially be in authorized denominations of $5,000 principal or maturity value each or any integral multiple thereof.

3. **Use of Documents**. The District and the County hereby authorize the Underwriter to use, in connection with the offer and sale of the Notes, this Note Purchase Agreement and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Note Purchase Agreement.

4. **Public Offering of the Notes**. The Underwriter agrees to make a bona fide public offering of all the Notes at the initial public offering price or yield to be set forth on the cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Notes.

5. **Review of Official Statement**. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Notes, dated _____, 2013 (the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date,

rating(s) and other terms of the Notes which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement relating to the Notes is available, the Underwriter will send to any potential purchaser of the Notes, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

6. **Closing**. At 8:00 A.M., Pacific Daylight Time, on _____, 2013, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the Notes in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in San Francisco, California, the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

7. **Representations, Warranties and Agreements of the District**. The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a public instrumentality duly organized and validly existing under the laws of the State of California, with the power to issue the Notes pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes; (ii) the District has full legal right, power and authority to enter into this Note Purchase Agreement, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Note Purchase Agreement and the District Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations of the District contained in the Notes, the District Resolution, the County Resolution and this Note Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Note Purchase Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other

transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Notes.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Notes, and the execution, delivery and performance of this Note Purchase Agreement, the District Resolution and the Notes, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof and to the best knowledge of County Counsel, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District except as disclosed in the Official Statement: (i) in any way affecting the existence of the District; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Notes, the application of the proceeds of the sale of the Notes, or, the levy of any taxes contemplated by the Resolutions or in any way contesting or affecting the validity or enforceability of the Notes, this Note Purchase Agreement or the Resolutions or contesting the powers of the District or their authority with respect to the Notes, the Resolutions or this Note Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Note Purchase Agreement or the Resolutions, (b) declare this Note Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Notes from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor the County on behalf of the District, will have issued in the name and on behalf of the District any Notes, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Arbitrage Certificate. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c 2-12(b)(5) and be substantially in the form attached to the Official Statement in [Appendix C].

8. **Representations, Warranties and Agreements of the County**. The County hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Notes pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes; (ii) the County has full legal right, power and authority to enter into this Note Purchase Agreement, to adopt the County Resolution, to issue and deliver the Notes to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Note Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Notes, the District Resolution, the County Resolution and this Note Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Note Purchase Agreement constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not

been taken or obtained; provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) No Conflicts. To the best knowledge of the County, the issuance of the Notes, the execution, delivery and performance of this Note Purchase Agreement, the County Resolution and the Notes, and the compliance with the provisions hereof do not conflict with or constitute on the part of the County a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party or by which it is bound or to which it is subject.

(e) Litigation. As of the time of acceptance hereof, the best knowledge of County Counsel, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Notes, the application of the proceeds of the sale of the Notes, or the collection of revenues or assets of the County pledged or to be pledged or available to pay the principal or accreted value of and interest on the Notes, or the pledge thereof, or the levy on any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Notes, this Note Purchase Agreement or the Resolutions or contesting the powers of the County or their authority with respect to the Notes, the Resolutions or this Note Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the County or the consummation of the transactions contemplated by this Note Purchase Agreement or the Resolutions, (b) declare this Note Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Notes from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(f) Certificates. Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

9. **Covenants**. The County covenants and agrees with the Underwriter that:

A. **Covenants of the County**.

(i) Securities Laws. The County will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order

to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the County shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof; provided, however, that the Underwriter assumes all responsibility for qualifying the Notes for offer and sale under the securities laws and regulations of the states and jurisdictions in which the Underwriter sells the Notes;

(ii) Official Statement. The County hereby agrees to cooperate with the District in connection with the District's obligation to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Note Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, the County and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such reasonable quantity as may be requested by the Underwriter not later than seven (7) business days following the date this Note Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(3) of the Rule and with the rules of the Municipal Securities Rulemaking Board; and

(iii) Subsequent Events. The County hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the County until the date which is ninety (90) days following the Closing.

B. **Covenants of the District**. The District hereby covenants and agrees with the Underwriter that:

(i) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof; provided, however, that the Underwriter assumes all responsibility for qualifying the Notes for offer and sale under the securities laws and regulations of the states and jurisdictions in which the Underwriter sells the Notes;

(ii) Application of Proceeds. The District will apply the proceeds from the sale of the Notes for the purposes specified in the District Resolution;

(iii) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Note Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, the County and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such reasonable quantity as may be requested by the Underwriter not later than seven (7) business days following the date this Note Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(3) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Notes;

(iv) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is ninety (90) days following the Closing;

(v) Amendments to Official Statement. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Notes for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. **Conditions to Closing**. The Underwriter has entered into this Note Purchase Agreement in reliance upon the representations and warranties of the County

and the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Note Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by it in this Note Purchase Agreement;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Note Purchase Agreement, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Lofton & Jennings, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their obligations required under or specified in the District Resolution, the County Resolution, this Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Note Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County pending or threatened which has any of the effects described in Section 7(f) or 8(e) hereof or contesting in any material way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Notes, at the initial offering prices set forth in the Official Statement, of the Notes shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the County and the District terminating the obligation of the Underwriter to accept delivery of and pay for the Notes) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Notes; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Notes, or obligations of the general character of the Notes, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Notes, or obligations of the general character of the Notes, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact

required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive three copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Final Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes, dated the date of the Closing, addressed to the County and the District;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) Certificates. A certificate signed by appropriate officials of the County and the District to the effect that (i) such officials are authorized to execute this Note Purchase Agreement, (ii) the representations, agreements and warranties of the County and the District herein are true and correct in all material respects as of the date of Closing, (iii) the County and the District have complied with all the terms of the District Resolution, the County Resolution and this Note Purchase Agreement to be complied with by the County and the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such officials have reviewed the Official Statement and on such basis certify that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Notes being delivered on the date of the Closing to the Underwriter under this Note Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution.

(4) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(5) Rating. Evidence satisfactory to the Underwriter that the Notes shall have been rated "___" by Moody's Investors Service (or such other equivalent ratings as such rating agency may give) and that such rating has not been revoked or downgraded;

(6) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the District Resolution; and

(ii) that the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) County Resolution. A certificate, together with fully executed copies of the County Resolution, of the Clerk of the County Board of Supervisors to the effect that:

(i) such copies are true and correct copies of the County Resolution; and

(ii) that the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(8) County Counsel Opinion. An opinion of Counsel to the County in the form attached hereto as Appendix A;

(9) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule; and

(10) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the County and the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Notes shall not have been delivered by the District to the Underwriter prior to the close of business, Pacific Daylight Time, on _____, 2013, then the obligation to purchase Notes hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 12 hereof.

If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Note Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph,

confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the County and the District**. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

12. **Expenses**. The District shall pay any remaining costs of issuance of the Notes, including, but not limited to preparation and reproduction of the Resolutions; (i) the fees and disbursements of Bond Counsel; (ii) the cost of the preparation and delivery of the Notes; (iii) the fees, if any, for ratings, including all necessary travel expenses; (iv) the cost of the printing and distribution of the Official Statement; (v) the initial fees of the Paying Agent; (vi) the fees and expenses of the County with respect to its participation in the issuance of the Notes from the proceeds of the Notes. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel and other expenses (except as provided above), shall be paid by the Underwriter.

13. **Notices.** Any notice or other communication to be given under this Note Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer-Tax Collector of San Mateo County, County Government Center, 555 County Center, 1st Floor, Redwood City, California 94063, if to the District, to the Chief Business Official, Ravenswood City School District, 2160 Euclid Avenue, East Palo Alto, California 94303, or if to the Underwriter, to _____, _____, _____, California _____, Attn: _____.

14. **Parties in Interest; Survival of Representations and Warranties.** This Note Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Note Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All your representations, warranties and agreements of the County and the District in this Note Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Notes hereunder, and (c) any termination of this Note Purchase Agreement.

15. **Execution in Counterparts**. This Note Purchase Agreement may be executed in several counterparts each of whom shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law**. This Note Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

[UNDERWRITER]

By: _____
_____
_____

The foregoing is hereby agreed to and accepted as of the date first above written:

SAN MATEO COUNTY

By: _____
Sandie Arnott
Treasurer-Tax Collector

RAVENSWOOD CITY SCHOOL DISTRICT

By: _____
Megan Curtis
Chief Business Official

APPENDIX A

FORM OF OPINION OF COUNTY COUNSEL

$_____
RAVENSWOOD CITY SCHOOL DISTRICT
COUNTY OF SAN MATEO
STATE OF CALIFORNIA
2013-14 TAX AND REVENUE ANTICIPATION NOTES

Ladies and Gentlemen

As counsel to the Board of Supervisors (the "Board") of San Mateo County, California (the "County"), I have reviewed the Official Statement for the above-described Notes (the "Notes"), the Resolution of the Board adopted on _____, 2013 with respect to the Notes (the "Resolution") and the Note Purchase Agreement (the "Note Purchase Agreement"), dated as of _____, 2013, by and among the County, Ravenswood City School District and _____.

Having reviewed these documents, it is my opinion that:

1. The County is a political subdivision duly organized and existing pursuant to the Constitution and the laws of the State of California.

2. The Resolution was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.

3. To my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the County, which would adversely impact the County's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Notes or in any way contesting or affecting the validity of the Resolution or Notes or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Resolution, the Note Purchase Agreement or the Notes or in which a final adverse decision could materially adversely affect the operations of the County.

4. To my knowledge, the obligations of the County under the Notes and the execution and delivery of the Note Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the County is subject.

Very truly yours,

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
CountyManager

Date: February 14, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Amendment to Property Management Agreement with Orchard Commercial, Inc.

RECOMMENDATION:

A) Adopt a Resolution authorizing the County Manager or his designee to:

1) Execute an amendment to the Property Management Agreement with Orchard Commercial, Inc, for Circle Star Plaza increasing the not to exceed amount by $350,000 to a total of $530,000; and
2) Accept or execute on behalf of the County any and all notices, consents, approvals, terminations, and other documents in connection with the Amendment and Agreement, that further the intent of the Resolution and the Board.

B) Approve a Resolution authorizing an Appropriation Transfer Request (ATR) in the amount of $350,000 from Non-departmental ERAF reserves to Non-departmental Management Services.

BACKGROUND:

On September 11, 2012, the Board authorized the County Manager to enter into a Property Management Agreement (Agreement) with Orchard Commercial, Inc ("Orchard") to manage and maintain the County owned Circle Star Plaza property (the "Property") in San Carlos. The Agreement is for 1 year, from September 11, 2012 through September 10, 2013, and is renewable on a yearly basis for up to 10 years. The Agreement authorizes Orchard to provide management services at the Property including maintenance and operations, fiscal reporting, landlord-tenant relations and lease enforcement. While a building is vacant the County pays Orchard a flat monthly fee of $1225 for management services. The County also reimburses Orchard for utilities, landscaping and other expenses.

The original contract had a not-to-exceed amount of $180,000 per year based on a monthly budget of $15,000 which included limited maintenance and minimal system operation. The management fee was included in the monthly amount.

DISCUSSION:
The County recently reviewed both the grounds and the building systems at Circle Star to determine major maintenance needs and ongoing operating costs. The review determined that work needs to be done on the HVAC systems, elevators, exterior lighting systems, back-up generators, parking lots, irrigation system, landscaping and other items to properly maintain the building and prepare for potential occupancy. The one-time cost of this major maintenance is $200,000.

After the one-time work is complete, to maintain the building in good repair, operating costs are expected to increase to $40,000 a month for both buildings while they are unoccupied. The additional $25,000 per month will cover more frequent operating of all mechanical and plumbing systems which will increase electrical and water costs and roving security patrols and daily site monitoring for trash pick-up and lighting review to deter vandalism. In addition, contingency funds for future elevator, phone, HVAC and electrical system repairs will be started. The operating expense increase will cost $150,000 for the six months remaining on the current contract.

When Circle Star is occupied, the property management and other fees will increase, and the tenants will reimburse the County for operating costs associated with the space they are leasing and a proportionate share of the common area maintenance. Thus, when the buildings are occupied, operation costs will change again and will require another amendment to the Orchard contract, which we will bring to your Board after any leases are signed.

An ATR of $350,000 will be necessary to meet County's obligations of the amended Agreement during this year, and is attached hereto.

CountyCounsel has reviewed and approved the Amendment and Resolution as to form.

This action promotes the County's vision of a Prosperous Community by providing office space for businesses to expand in San Mateo County while generating revenue for the County General Fund.

FISCAL IMPACT:
The $200,000 for one-time improvements and repairs as well as the $150,000 for ongoing operating expenses will be covered by the ATR, which will come from non-departmental ERAF reserves. After the property is occupied, rents and operating expense reimbursements will cover the ongoing operating costs.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO: 1) EXECUTE AN AMENDMENT TO THE PROPERTY MANAGEMENT AGREEMENT WITH ORCHARD COMMERCIAL, INC. FOR CIRCLE STAR PLAZA INCREASING THE NOT TO EXCEED AMOUNT BY $350,000 TO A TOAL OF $530,000; AND 2) ACCEPT OR EXECUTE ON BEHALF OF THE COUNTY ANY AND ALL NOTICES, CONSENTS, APPROVALS, TERMINATIONS, AND OTHER DOCUMENTS IN CONNECTION WITH THE LEASE AGREEMENT, THAT FURTHER THE INTENT OF THE RESOLUTION AND THE BOARD

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

WHEREAS, the Board entered into a contract with Orchard Commercial Inc, on September 11, 2012 for management services at Circle Star Plaza that included an initial not to exceed amount of $180,000: and

WHEREAS, the County now intends to undertake $200,000 of one-time major maintenance work at the Circle Star property to bring the buildings and grounds into “tenant ready” condition, and

WHEREAS, the ongoing monthly cost of maintaining the property in “tenant ready” condition will be $40,000 a month which totals $150,000 through June 2013: and

WHEREAS, together the major maintenance and increased operating expenses require an increase in the Orchard Commercial contract of $350,000 to a new not to exceed amount of $530,000.

A. **NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that County Manager or his designee is authorized to:

1. Execute an amendment to the Property Management Agreement with Orchard Commercial, Inc. for Circle Star Plaza increasing the not to exceed amount by $350,000 to a total of $530,000; and

2. Accept or execute on behalf of the County, any and all notices, consents, approvals, terminations and other documents in connection with the Lease, that further the intent of the Resolution and the Board.

* * * * * *

AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ORCHARD COMMERCIAL, INC.

THIS AMENDMENT, entered into this 26th day of February, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County or "Owner"," and ORCHARD COMMERCIAL, INC., a California corporation, hereinafter called "Contractor" or "Manager";

W I T N E S S E T H:

WHEREAS, on September 11, 2012, County and Contractor entered into a Property Management Services Agreement (the "Agreement") for the purpose of providing the County with a full range of experienced and skilled management services and resources necessary and appropriate for the management of the real property and improvements commonly known as Circle Star Plaza, One and Two Circle Star Way, San Carlos, California (the "Property"); and

WHEREAS, County now desires to make certain improvements and repairs to make the Property ready for occupancy, and the Agreement requires modification to increase the not-to-exceed amounts as set forth herein.

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

1. **Payments.** Section 3 (Payments) of the Agreement is hereby deleted in its entirety and replaced with the following:

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed $530,000 for any one year period. This contract may be amended, extended or renewed as may be agreed by the parties pursuant to applicable law.

2. **Effective Date; Approval.** This Amendment shall become effective (the "Effective Date") when the Amendment is duly executed by the County and by the Contractor.

3. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly amended herein. The Agreement as amended by this Amendment constitutes the entire agreement between County and Contractor regarding the Agreement and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

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

COUNTY OF SAN MATEO

By:_____
County Manager, San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

ORCHARD COMMERCIAL , INC.

_____
Contractor's Signature

Date: 2/21/13

Long Form Agreement/Non Business Associate -revised

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST	REQUEST NO. ATR13 019
DEPARTMENT COUNTY MANAGER'S OFFICE	DATE 2/26/2013

1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
FROM	80120	8612	350,000	NON DEPARTMENTAL ERAF RESERVES
TO	80110	5857	350,000	NON DEPARTMENTAL MANAGEMENT SERVICES

Justification (Attach Memo if Necessary) County is amending the agreement with Orchard Commercial, Inc. for property management services.

DEPARTMENT HEAD Jim Saco **DATE** 2/20/13

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

Remarks:

TA 2/27/13

COUNTY CONTROLLER **DATE** 2/21/13

3. ☒ **Approve as Requested** ☐ **Approve as Revised** ☐ **Disapproved**

Remarks:

COUNTY MANAGER **DATE**

DO NOT WRITE BELOW THIS LINE – FOR BOARD OS 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
County Manager

Date: February 13, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: Publication one time
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Lease of One Circle Star Way, San Carlos (Lease No. 5357)

RECOMMENDATION:
Adopt a Resolution authorizing:

A) The County Manager or the Deputy County Manager for Community Services to execute a Lease Agreement pursuant to Uncodified Ordinance No. 04618 with Starburst 1, Inc., a corporation organized under the laws of the State of Delaware, as tenant, at One Circle Star Way, San Carlos at initial monthly rents of $233,833.00 for 103,948 square feet increasing to $271,304.28 in year six, with an option to extend for an additional 36 months at a rent adjusted to 100% of prevailing market rates; and

B) Payment of a Real Estate Broker's Commission; and

C) The County Manager or his designee to accept or execute on behalf of the County any and all notices, consents, approvals, terminations, and other documents in connection with the Lease Agreement, that further the intent of the Resolution and the Board.

BACKGROUND:
In January of 2011 the County acquired One and Two Circle Star Way in San Carlos, commonly known as Circle Star Plaza (CSP). Although initially intended for County occupancy, reassessment of Department needs resulted in the decision to lease some or all of CSP. On June 5, 2012, the Board granted the County Manager authority to enter into an agreement with a commercial broker, Cornish & Carey Commercial Newmark Knight Frank (C&CNKF) to assist the County in marketing and leasing the property.

DISCUSSION:

With the assistance of C&CNKF, a Lease Agreement has been negotiated with Starburst 1 Inc, a corporation organized under the laws of the State of Delaware, for One Circle Star Way. The lease, for the entire building which is 103,948 square feet, includes associated parking spaces. The term is seventy-five months. It is anticipated that the tenant will immediately begin work on its tenant improvements with full occupancy by November of 2013. The lease expires on June 30, 2019. The tenant will have an option to extend the lease an additional 36 months at a rent adjusted to 100% of prevailing market rates at the time the option is exercised.

Consistent with market practices, the Tenant will be provided with a rent credit applicable to the first nine months of the lease. Starting in January 2014, rent will be $233,833.00 per month and will increase approximately 3% annually to $271,304.28 in year six of the lease. This is a "triple net" lease, so the tenant will pay for taxes and insurance as well as utilities and services related to the use and occupancy of the building.

The County will provide a tenant improvement allowance of $25 per square foot or $2,589,700. All additional tenant improvement costs will be paid by the tenant. In addition, to prepare the building for occupancy, the County will spend approximately $200,000 on deferred maintenance to ensure all building systems are tenant ready. An ATR for the tenant improvement allowance will be brought to the Board after the lease is signed.

The County will pay a broker's commission of $1,299,350. An ATR for the broker fees will also be brought to the Board after the lease is signed.

The Clerk of this Board has published a Notice of the intent to lease the Property once in the San Mateo Times and posted that notice in the Clerk's Office. Pursuant to Government Code Section 25351, Redwood City and San Carlos have been notified of the proposed lease.

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

This action promotes the County's vision of a livable community by providing temporary office space for businesses in San Mateo County and generating revenue for the County General Fund.

FISCAL IMPACT:

It will take about 18 months to recoup the up-front costs of the lease which include the tenant improvement allowance, broker fees and capital improvement costs. Once these costs are re-paid, the lease will provide a rental income stream averaging approximately $250,000 per month or $3,000,000 per year.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING:
A) THE COUNTY MANAGER OR THE DEPUTY COUNTY MANAGER FOR COMMUNITY SERVICES TO EXECUTE A LEASE AGREEMENT PURSUANT TO UNCODIFIED ORDINANCE NO. 04618 WITH STARBURST 1 INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE, AS TENANT, AT ONE CIRCLE STAR WAY, SAN CARLOS AT INITIAL MONTHLY RENTS OF $233,833 FOR 103,948 SQUARE FEET, INCREASING TO $271,304.28 IN YEAR SIX, WITH AN OPTION TO EXTEND FOR AN ADDITIONAL 36 MONTHS AT A RENT ADJUSTED TO 100% OF PREVAILING MARKET RATES; B) PAYMENT OF A REAL ESTATE BROKER'S COMMISSION; AND C) THE COUNTY MANAGER OR HIS DESIGNEE TO ACCEPT OR EXECUTE ON BEHALF OF THE COUNTY ANY AND ALL NOTICES, CONSENTS, APPROVALS, TERMINATIONS, AND OTHER DOCUMENTS IN CONNECTION WITH THE LEASE AGREEMENT, THAT FURTHER THE INTENT OF THIS RESOLUTION AND THE BOARD

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

WHEREAS, pursuant to Uncodified Ordinance No. 04618, the County Manager has negotiated lease terms with regard to a lease of real property (the "Lease"), whereby the County of San Mateo will lease to Starburst 1 Inc., a corporation organized under the laws of the State of Delaware, as tenant, One Circle Star Way, San Carlos at a monthly rent of $233,833.00 for the entire building, increasing annually to $271,304.28 in year six, with an option to extend for an additional 36 months at a rent adjusted to 100% of prevailing market; and

WHEREAS, the execution of said Lease will be in compliance with Uncodified Ordinance No. 04618 of the San Mateo County ordinance code; and

WHEREAS, notice has been provided in accordance with applicable statutes and ordinances; and

WHEREAS, the County has used Cornish & Carey Commercial, Newmark Knight Frank as a real estate broker who was instrumental in obtaining the lease proposal.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED

that:

A. The County Manager or the Deputy County Manager for Community Services is authorized to execute a Lease Agreement pursuant to Uncodified Ordinance No. 04618 with Starburst 1 Inc., a corporation organized under the laws of the State of Delaware, Inc., as tenant, at One Circle Star Way, San Carlos at initial monthly rents of $233,833 for 103,948 square feet increasing to $271,304.28 in year six, with an option to extend for an additional 36 months at a rent adjusted to 100% of prevailing market rates; and

B. Real estate commissions be paid to Cornish & Carey Commercial, Newmark Knight Frank, as the listing broker and as the procuring broker in the amount $1,299,350.00 and

C. The County Manager or his designee is hereby authorized to accept or execute on behalf of the County, any and all notices, consents, approvals, terminations and other documents in connection with the Lease, that further the intent of this Resolution and the Board.

* * * * * *

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Courts

Date: January 24, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John C. Fitton, Court Executive Officer

Subject: Juvenile Justice & Delinquency Prevention Youth Commission Appointments

RECOMMENDATION:
Recommendation for the appointment of Gurjeet Singh Chahal to the Juvenile Justice & Delinquency Prevention Youth Commission, term expires December 31, 2016.

BACKGROUND:
For the efficient and effective statutory compliance of the review of juvenile operations in this county, the Court and the Board have agreed that the appointees by the Court to the Juvenile Justice Commission are appointed concurrently by the Board of Supervisors to the Juvenile Justice & Delinquency Prevention Commission.

DISCUSSION:
With the recommendation of Juvenile Judge Susan Irene Etezadi, Presiding Judge Robert D Foiles has appointed: Gurjeet Singh Chahal to the Juvenile Justice & Delinquency Prevention Youth Commission for the term prescribed by law. His term will expire on December 31, 2016. This is a request that the Board of Supervisors appoint the above-listed commissioner to the Juvenile Justice & Delinquency Prevention Youth Commission.

Approval of this appointment contributes to the Shared Vision 2025 outcome of a Collaborative Community by providing citizen oversight, inquiry, and advocacy into safety. Leaders work in partnerships across boundaries to preserve and enhance our quality of life.

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

Date: January 25, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: San Francisco Bay Area Integrated Regional Water Management Plan

RECOMMENDATION:
Acting as the Governing Board of the County and the County governed special districts, adopt a Resolution:

A) Adopting the San Francisco Bay Area Integrated Regional Water Management Plan; and

B) Authorizing the Director of Public Works and Parks, or his designee, to execute and submit all documents, which may be required to submit projects to the San Francisco Bay Area Integrated Regional Water Management Plan for funding.

BACKGROUND:
Since 2000 California voters have approved multiple bond measures. Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act, was approved in November 2002 and $380 million of this funding has been devoted to projects that are part of an Integrated Regional Water Management (IRWM) Plan.

Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act, was approved in November 2006, which contains a total of $5.39 billion for water and natural resource projects and programs. This included $1 billion for IRWM Plans with $138 million specifically allocated to the San Francisco Bay Area.

Proposition 1E, the Disaster Preparedness and Flood Protection Bond Act of 2006, was approved in November 2006. Projects funded by Proposition 1E grant funds must be consistent with (i.e., included in) an IRWM Plan.

Your Board approved an Appropriation Transfer Request on December 11, 2012 in which $150,000 was allocated to fund work required to submit a project proposal package for Prop. 84 funding to improve the County Service Area No. 11 (Pescadero) water system.

DISCUSSION:

In response to the requirements that projects eligible for funding through Propositions 50, 84, and 1E be consistent with an adopted IRWM Plan, efforts to develop the San Francisco Bay Area IRWM Plan (Bay Area IRWMP) began in 2004. The Bay Area IRWMP is a nine-county effort to coordinate and improve water supply reliability, protect water quality, manage flood protection, maintain public health standards, protect habitat and watershed resources, and enhance the overall health of the bay. In 2006, the Bay Area IRWMP was adopted by many Bay Area agencies and organizations. The County of San Mateo (County) has not adopted the Bay Area IRWMP, but has participated in the process to develop the Bay Area IRWMP. Adoption of the Bay Area IRWMP by the County allows for County projects to be included in the Bay Area IRWMP and considered for grant funding through Propositions 50, 84, and 1E. The grant program guidelines mandate that the governing boards of participating agencies must adopt an IRWM Plan before grant funds can be provided.

Adoption of the Bay Area IRWMP does not entail a direct commitment of resources and is non-binding. Implementation of projects identified in the Bay Area IRWMP is the responsibility of the project proponent and any applicable project partners. There is no joint commitment or responsibility by the Bay Area IRWMP participants to implement any or all of the projects. The Bay Area IRWMP can be viewed at: http://bairwmp.org/plan/bay-area-irwmp-document-1.

The Department is proceeding with preparation of documents required to submit the "Pescadero Water Supply and Sustainability Project" (Project) for Round 2 of the Prop. 84 Implementation Grant Program for funding consideration. Securing this funding would provide a direct benefit to the County and County Service Area No. 11 customers for upgrades to the water supply system.

In order to complete the Project, or any future projects under Propositions 50, 84 or 1E, the County may be required to submit documents and execute agreements and contracts associated with the projects. This may include submittal of documents to the Association of Bay Area Governments (ABAG) for ABAG to submit grant applications and manage projects, on behalf of the County and other Bay Area jurisdictions.

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

Adoption of the Resolution will contribute to the Shared Vision 2025 outcome of an Environmentally Conscious Community by enabling the County to qualify for funding to implement projects that would improve water supply reliability, protect water quality manage flood protection, maintain public health standards, protect habitat and watershed resources, and enhance the overall health of the bay.

FISCAL IMPACT:
There is no impact to the General Fund in connection with adopting the Bay Area IRWMP. Through the previously approved Appropriation Transfer Request, an amount totaling $150,000 from the Non-Departmental Services ERAF Reserves has been appropriated for costs associated with performing the work required to apply for Prop. 84 funding for the Pescadero Water Supply and Sustainability Project.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND ACTING AS THE GOVERNING BOARD OF THE COUNTY GOVERNED SPECIAL DISTRICTS

*** * * * * ***

RESOLUTION:
A) ADOPTING THE SAN FRANCISCO BAY AREA INTEGRATED REGIONAL WATER MANAGEMENT PLAN; AND
B) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND PARKS, OR HIS DESIGNEE, TO EXECUTE AND SUBMIT ALL DOCUMENTS, WHICH MAY BE REQUIRED TO SUBMIT PROJECTS TO THE SAN FRANCISCO BAY AREA INTEGRATED REGIONAL WATER MANAGEMENT PLAN FOR FUNDING

_____

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California and as the governing board of the County governed special districts, that

WHEREAS, the State electorate approved multiple statewide bond measures since 2000 to fund water and natural resource projects and programs, including $3.44 billion under Proposition 50, of which $380 million has been devoted to projects that are part of an Integrated Regional Water Management (IRWM) Plan; and

WHEREAS, the State electorate approved Proposition 84 on November 7, 2006, which contains a total of $5.39 billion for water and natural resource projects and programs, including $1 billion for IRWM Plans with $138 million of that amount allocated to the San Francisco Bay Area; and

WHEREAS, the State electorate approved Proposition 1E in November 2006 and projects funded through Proposition 1E must be consistent with an IRWM Plan; and

WHEREAS, the benefits of integrated regional planning for water resources

management activities include increased efficiency and effectiveness, enhanced collaboration across agencies and stakeholders, and improved responsiveness to regional needs and priorities; and

WHEREAS, State statute and guidelines require that before IRWM grant funds will be provided for water management projects that are part of an IRWM Plan the governing boards of participating agencies must adopt the IRWM Plan; and

WHEREAS, in recognition of this need for an IRWM Plan, development of the San Francisco Bay Area IRWM Plan (Bay Area IRWMP) began in 2004 and included a series of four public workshops during 2006 to provide the public and stakeholders an opportunity to ask questions, provide comments and make recommendations during development of the Bay Area IRWMP; and

WHEREAS, public outreach meetings to local government representatives from each Bay Area county were held on the Bay Area IRWMP to provide elected officials, staff, and the public additional opportunities to ask questions, provide comments and make recommendations; and

WHEREAS, the draft Bay Area IRWMP was posted on the internet and made available for public comment on September 27, 2006 through October 24, 2006; and

WHEREAS, comments were received on the Draft Bay Area IRWMP in the areas of environmental justice, the implementation process, and technical information changes for specific projects and those comments have been addressed in the version of the Bay Area IRWMP now before the Board for consideration; and

WHEREAS, the Bay Area IRWMP provides an implementation framework that calls for tracking accomplishments, developing lists of prioritized projects and periodically updating the Bay Area IRWMP as conditions warrant, providing funding and resources are available to carry out these activities; and

WHEREAS, adoption of the Bay Area IRWMP does not entail a direct commitment of resources, and implementation of each project will be the responsibility of the project proponent and any applicable project partners, and there is no joint commitment or responsibility by the Bay Area IRWMP participants to implement any or all of the projects; and

WHEREAS, the Bay Area IRWMP is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306 because the Bay Area IRWMP involves planning studies for possible actions that the participating agencies have not yet approved and consists of basic data collection that would not result in the disturbance of any environmental resource; and

WHEREAS, the Bay Area IRWMP is meant to be complementary to participating agencies' individual plans and programs and does not supersede such plans and programs, and adoption of the Bay Area IRWMP does not prohibit nor affect in any way a participating agencies' planning efforts separate from the Bay Area IRWMP; and

WHEREAS, several of the agencies participating in the Bay Area IRWMP are in the process of jointly submitting an IRWM grant application for State consideration; and

WHEREAS, the Department of Public Works and Parks intends to submit the "Pescadero Water Supply and Sustainability Project" (Project) for County Service Area No. 11 (Pescadero) as part of Round 2 of the Prop. 84 Implementation Grant Program funding consideration; and

WHEREAS, funding for the Project would be from Prop. 84 through the Bay Area IRWMP and would directly benefit the County and County Service Area No. 11 customers by providing funding for upgrades to the water supply system; and.

WHEREAS, for the Project to be considered for the IRWMP grant funds, the governing board of County Service Area No. 11 must adopt the Bay Area IRWMP.

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

1. Adopt the San Francisco Bay Area Integrated Regional Water Management Plan for and on behalf of the County of San Mateo and the County governed special districts; and
2. Authorize the Director of Public Works and Parks, or designee, to execute and submit all documents, which may be required to submit projects to the San Francisco Bay Area Integrated Regional Water Management Plan for funding.

* * * * * *

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: February 1, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors, acting as the Governing Board of the In-Home Supportive Services Public Authority of the County of San Mateo
From: Jean S. Fraser, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services

Subject: In-Home Supportive Services Public Authority Hourly Rate

RECOMMENDATION:
Acting as the Governing Board of the In-Home Supportive Services Public Authority adopt a Resolution authorizing an increase in the Public Authority rate and submission of the Resolution to the California Department of Social Services

BACKGROUND:
In September 1993 by ordinance of the San Mateo County Board of Supervisors, a Public Authority (PA) was established to administer the provider components of the In-Home Supportive Services (IHSS) program. The ordinance designated the Board of Supervisors as the Governing Board to the PA.

The PA rate is made up of several components, including the cost of the Independent Provider (IP) wages, payroll taxes, health benefits, non-health related benefits, and administrative costs. The current PA rate for San Mateo County is $13.82 per hour and includes an IP wage of $11.50, payroll taxes of $1.15, health benefits of $0.70, non-health related benefits of $0.28 and administrative costs of $0.19.

On November 6, 2012, your Board approved Resolution 72245 authorizing an amendment to the group agreement with the Health Plan of San Mateo increasing the individual monthly health insurance premium from $195.31 to $303.00 effective July 1, 2012. Due to this increase, the PA is requesting a rate of $0.97 per hour for IP health benefits as it has determined that this is the cost per IP hour. With this increase, the new combined PA rate for all components will be $14.09.

DISCUSSION:
In order to approve this new PA rate, California Department of Social Services (CDSS) requires certification from the County that the Governing Board has approved the new

rate and the submission of this new rate to CDSS. In addition, CDSS requires certification that the County is committed to paying the County's share of the cost of the IHSS program on the current sharing ratio. Final approval of the PA rate increase is pending the State's receipt of the required resolution. The effective date of the new PA rate is contingent on the State's timeframe in processing this required documentation.

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

The PA rate increase contributes to the Shared Vision 2025 outcome of a Health Community by providing services throughout the County designed to assist individuals with the greatest need to maintain their independence and dignity within the least restrictive setting possible. It is anticipated that at least 96% will indicate the quality of their living situation has improved as a result of IHSS services.

PERFORMANCE MEASURE:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of consumers indicating their quality of living situation has improved as a result of services received through the Public Authority	98%	96%

The FY 2011-12 performance exceeded the division's expectations.

FISCAL IMPACT:

Adoption of this Resolution will allow the PA to continue to receive State and federal reimbursements for all aspects of the PA for IHSS. The estimated total County share of the IHSS PA for FY 2012-13 is $11,736,103; which is 18.67% of the total cost of the program. That amount is included in the IHSS Public Authority FY 2012-13 Adopted Budget. There is no additional Net County Cost as a result of the approval of this Resolution.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN INCREASE IN THE PUBLIC AUTHORITY RATE AND SUBMISSION OF THE RESOLUTION TO THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, the Board of Supervisors of San Mateo County has designated itself as the Governing Board of the PA to carry out programs pursuant to the In-Home Supportive Services (IHSS) program; and

WHEREAS, there has been presented to this Governing Board for its consideration and acceptance an increase to the PA rate; and

WHEREAS, the Governing Board has determined that it is appropriate to increase the rate for Independent Provider (IP) health benefits by $0.27 per IP hour worked, from $0.70 to $0.97 per hour, as a result of increases in the cost of IP health benefits; and

WHEREAS, State authorization to increase the PA rate requires submission of documentation to the State of the Governing Board's approval of the new rate, and

certification that it will pay the County share of the IHSS program; and

WHEREAS, the new PA rate will be $14.09 per hour.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that this Governing Board hereby certifies that it is committed to paying the County share of the IHSS program, and approves submission of this Resolution to the State Department of Social Services for and on behalf of the County of San Mateo, and that contingent on the State's processing of this documentation, the Public Authority rate is hereby increased by $0.27 per hour to $14.09 per hour.

* * * * * *

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: January 23, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Agreement with Asian American Recovery Service North County Outreach Collaborative

RECOMMENDATION:
Adopt a Resolution authorizing an agreement with Asian American Recovery Service, North County Outreach Collaborative to provide Medi-Cal Outreach, Linkage and Case Management services to emotionally disturbed youth and others residing in the north region of San Mateo County for the term of July 1, 2012 through June 30, 2014, in an amount not to exceed $315,288.

BACKGROUND:
In April 2012 Behavioral Health and Recovery Services (BHRS) released a RFP for the provision of outreach and engagement services in the north region of the County. The North County Outreach Collaborative (NCOC) was established to increase access to mental health services by providing Medi-Cal Outreach, Linkage and Case Management services to emotionally disturbed youth and others residing in the north region of San Mateo County. The NCOC is comprised of Pyramid Alternatives (PA), Asian American Recovery Services, Daly City Peninsula Partnership, and the Pacifica Collaborative. The services provided through the NCOC are substantially funded through the Mental Health Services Act. The program will also claim eligible activities through Medi-Cal Administrative Activities (MAA).

DISCUSSION:
Asian American Recovery Services (AARS) submitted a proposal to become the lead agency and provide fiscal management oversight for the NCOC. AARS will provide outreach, engagement and psycho-educational and referral services in collaboration with San Mateo County Behavioral Health and Recovery Services (BHRS) in the northern region of the county including Pacifica. The objective of these services is to engage individuals who are currently underserved and who need behavioral health

services in the targeted region and communities such as: Chinese, Filipino, Latino, Pacific Islander and LGBTQ populations of all ages. This agreement was delayed due to communication issues and the approval process with the collaborative.

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

The agreement and Resolution have been reviewed and approved by County Counsel as to form. The contractor meets insurance certification requirements. Real Property has reviewed and approved the License Agreement for use of the County-owned Cordilleras facility.

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 Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing mental health services to seriously emotionally disturbed youth. BHRS provides a range of services to promote wellness and recovery and to support consumers gaining access to mental health services. The provision of outreach and engagement services is one established process to increase access to mental health services. The services provided through this Agreement contribute to this measure. It is anticipated that 325 referrals for mental health services will be made per fiscal year.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of clients referred to BHRS for mental health services	325	325

FISCAL IMPACT:

The term of the agreement is July 1, 2012 through June 30, 2014, and the maximum obligation is $315,288. For FY 2012-2013 the maximum obligation is $157,644, which will be 90% funded through the Mental Health services Act, and 10% funded through Medi-Cal Administrative Activities (MAA). There is no Net County Cost. Funds for this Agreement are included in the BHRS FY 2012-13 Adopted Budget. Similar arrangements will be made for FY 2013-2014.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH ASIAN AMERICAN RECOVERY SERVICE, NORTH COUNTY OUTREACH COLLABORATIVE TO PROVIDE MEDI-CAL OUTREACH, LINKAGE AND CASE MANAGEMENT SERVICES TO EMOTIONALLY DISTURBED YOUTH AND OTHERS RESIDING IN THE NORTH REGION OF SAN MATEO COUNTY FOR THE TERM OF JULY 1, 2012 THROUGH JUNE 30, 2014, IN AN AMOUNT NOT TO EXCEED $315,288

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Asian American Recovery Service shall provide outreach, engagement and psycho-educational and referral services in collaboration with San Mateo County Behavioral Health and Recovery Services (BHRS) in the northern region of the county including Pacifica for the term July 1, 2012 through June 30, 2014, for a maximum obligation of $315,288; and

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

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

this Board shall attest the President’s signature thereto.

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

* * * * * *

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

THIS AGREEMENT, entered into this _____ day of _____ ,

20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"

and Asian American Recovery Service North County Outreach 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 alcohol and drug prevention services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:
Exhibit A—Services
Exhibit B—Payments and rates
Attachment E—Fingerprint Certification
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS ($315,288).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2014.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
    i) termination of this Agreement;
    ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
    iii) liquidated damages of $2,500 per violation;
    iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

F. The Contractor shall comply fully with the non-discrimination requirements

required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Asian American Recovery Services, Inc.
1115 Mission Road
South San Francisco, CA 94080

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

Signature Page to Follow.

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

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

ASIAN AMERICAN RECOVERY SERVICES, INC.

_____
Contractor's Signature

Date: 1/8/13

Long Form Agreement/Business Associate v 8/19/08

EXHIBIT A – SERVICES
ASIAN AMERICAN RECOVERY SERVICES, INC. – NCOC
FY 2012 - 2014

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide Medi-Cal Outreach, Linkage and Case Management services that support beneficiaries to gain access to Medi-Cal and other public behavioral health, and other services that improve their wellbeing and health outcomes. Activities will include:

A. Medi-Cal Outreach – Not Discounted: Informing Medi-Cal eligible or potential Medi-Cal eligible about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligible to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligible or potential Medi-Cal eligible to accept needed mental health and health services; training related to Medi-Cal outreach.

B. Medi-Cal Outreach – Discounted: Informing outreach populations about the need for and availability of Medi-Cal and non-MediCal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non-MediCal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach.

C. Case Management for non-open cases: Gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services.

II. Community Outreach and Engagement Program

A. Introduction

Services shall be provided by the North County Outreach Collaborative ("NCOC"), a partnership of Asian American Recovery Services ("AARS"), Pyramid Alternatives, Daly City – Peninsula Partnership ("DCPP"), and the Pacifica Collaborative. NCOC operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.

1. The purposes of the Outreach Program services are to:

    a. Outreach informing Medi-Cal eligible or potential Medi-Cal eligible about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk MediCal or potential Medi-Cal eligible to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligible or potential Medi-Cal eligible to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach and Case Management for non-open cases gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

    b. Identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County;

    c. Work strategically with BHRS to improve access to services for persons in need of mental health services; and

    d. Build BHRS and Contractor capacity to provide culturally competent outreach services to improve access to mental health services for diverse populations.

    e. Facilitate the Parent Project.

2. NCOC Partner representatives:
    a. AARS – Jeff Mori, Executive Director

    b. Pyramid Alternatives – Paul Chang, Executive Director

    c. DCPP – Lauren Syzper, Program Director

    d. Pacifica Collaborative - Julie Lancelle, Collaborative Coordinator

3. All NCOC partner services provided through this Agreement shall be provided in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

4. AARS shall provide fiscal and management oversight of the Outreach Program. AARS shall subcontract with other NCOC partners for the provision of services as described herein.

5. All activities shall be provided in compliance with MediCal Administrative Claiming requirements and conform to the Medi-Cal Administrative claiming codes.

6. The objective of these services is to identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County. Outreach services shall target primarily Filipino, Latino and Chinese populations of all ages to identify individuals who are currently under-served and who require a range of mental health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.

7. The Outreach Program is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community member in the north San Mateo County region from obtaining mental health treatment and to make recommendations to address such issues and barriers. Resources made available through San Mateo County's approved Mental Health Services Act Plan have provided an opportunity for some of the recommendations to be implemented.

B. Outreach Program

1. Staffing

a. NCOC partners will provide the following staff for the Outreach Program:

i. Outreach workers – three (3) positions for a total of 1.5 FTEs. Staff shall include one bi-cultural Filipino, Tagalog speaker and one Latino, Spanish speaker.

ii. Outreach coordinator – .30 FTE
iii. Outreach supervisor – .15 FTE

iv. Co-Chair of the Pride Initiative – .10 FTE

v. Parent Project Facilitator – .10 FTE

b. Additional subcontractors may provide services under this contract with the approval of the BHRS Director or designee.

C. Partner Responsibilities

1. AARS shall:

a. Provide full-time project coordinator to support the implementation of the North County Outreach Collaborative (NCOC) components.

b. Assume overall project responsibilities as the lead agency:
   i. Facilitate fiscal agent activities.
   ii. Compile member evaluation data and write project reports, including the development of an Effective Strategic and Lesson Learned Manual.
   iii. Participate in grantee, technical assistance and grant officer communication.
   iv. Maintain consistent communication with San Mateo County liaison and subcontractors.
   v. Convene and coordinate committee outreach and Steering Committee meetings.

c. Complete and submit required programmatic, evaluation, and administrative forms.

d. Coordinate the following activities:
   i. Co-sponsoring of anti-stigma events
   ii. Pacific Islander parenting groups
   iii. Creation of culturally-sensitive educational materials
   iv. Targeted outreach and presentations within the LGBTQ community

e. Participate in Community Outreach Team activities
f. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate
g. Track all referrals for behavioral health services.

2. Pyramid Alternatives shall:

a. Support the implementation of the NCOC components through direct staffing and training:

i. Provide bi-lingual/bi-cultural (Latino and Chinese outreach workers
ii. Participate in cross training activities

b. Ensure priority insurance enrollment assistance for individuals and families referred by members of NCOC

c. Provide behavioral health services to individuals and families referred by members of NCOC

d. Participate in Community Outreach Team activities and project evaluation activities

e. Participate in Steering Committee and other collaborative activities

f. Coordinate the following activities;
   i. Assist in outreach to target populations
   ii. Delivery of Spanish Speaking WRAP Groups (ongoing/weekly)
   iii. A needs assessment of behavioral services for Chinese residents of San Mateo County

g. Compile and relay program activities and evaluation data to the program coordinator.

h. Track all referrals for insurance enrollment.

3. DCYHC will:

   a. Support the implementation of the NCOC components through direct staffing and training;
      i. Provider a bi-lingual/bi-cultural Filipina counselor

   b. Ensure priority insurance enrollment assistance for individuals between the ages of 13-21 referred by members of NCOC

   c. Provide behavioral health services to individuals between the ages of 13-21 referred by members of NCOC

   d. Participate in Community Outreach Teamactivities and project evaluation activities

   e. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate

f. Coordinate the following activities:
   i. Participate in the sponsoring of cross-training opportunities
   ii. A needs assessment of behavioral services for Filipino residents of San Mateo County
   iii. Cross training activities for NCOC members

g. Participate in Steering Committee and other collaborative activities

h. Compile and relay program activities and evaluation data to the program coordinator.

i. Track all referrals for insurance enrollment.

4. Pacifica Collaborative will:

   a. Support the implementation of the NCOC components through direct staffing and training.

   b. Participate in Community Outreach Team activities and project evaluation activities.

   c. Participate in Steering Committee and other collaborative activities

   d. Coordinate the following specific activities:
      i. Administer and analyze health insurance enrollment of Sunset Ridge School students and families
      ii. Children's social skills class (lunch group, anger management, peer social skills addressing emotional issues)
      iii. Parent coaching (ongoing)
      iv. Provider collaboration and networking meetings (monthly)

   e. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate.

   f. Compile and relay program activities and evaluation data to the program coordinator.

   g. Track all referrals for insurance enrollment.

5. DCP will:

   a. Support the implementation of the NCOC components through direct staffing and training.
      i. Provide a bi-lingual/bi-cultural outreach worker
      ii. Participate in cross training activities

   b. Participate in Community Outreach Team activities and project evaluation activities.

   c. Participate in Steering Committee and other collaborative activities

   d. Participate in Community Outreach Team activities and project evaluation activities.

   e. Coordinate the following specific activities:
      i. Multicultural Family Literacy and Health Day & Fun, Health and Safety Day health fairs (each event is held annually).
      ii. Domestic Violence support group for Spanish speaking and LGBTQ communities (ongoing).
      iii. Provider collaboration and networking meetings (bi-monthly)

      iv. Outreach and convene presentations to non-traditional providers, including Faith Based communities.

   f. Compile and relay program activities and evaluation data to the program coordinator.

   g. Track all referrals for insurance enrollment.

D. Outreach Program

   1. NCOC partners shall assure that staff receives training in MediCal Administrative claims coding.

   2. NCOC partners shall:

      a. Make use of existing outreach services and presentations to promote awareness of mental health issues and resources;

      b. Identify community sites where it is acceptable for clients to ask for assistance; and

      c. Provide training and support for partner staff in outreach techniques for reaching new clients.

3. Partner Outreach Workers shall:

   Engage in outreach activities such as informing Medi-Cal eligibles or potential MediCal eligibles about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult MediCal eligibles or potential Medi-Cal eligibles to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach) and Case Management for non-open cases (gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

   a. Increase the number of individuals and families enrolled in insurance (ex. MediCal, ACE, etc.);

   b. Increase the number of clients receiving behavioral health services within the system of care;

   c. Implement and/or co-sponsor ethnic/racial and linguistically sensitive anti-stigma events in the community targeting LGBTQI, Pacific Islanders, Chinese, Filipino and Latino;

   d. Convene, build and maintain strong collaborations among various providers in the North County Region including Pacifica;

   e. Develop and maintain partnerships and collaborations with non-traditional providers (ex. Faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers, etc);

   f. Bring North County providers together and sponsor cross-training opportunities/activities and not limited to behavioral health issues (ex. Diabetes, tuberculosis, etc);

g. Increase behavioral health capacity by providing basic psycho-educational activities (ex. parenting groups, WRAP groups, domestic violence support groups) to community memners and their families;

h. Explore and develop a needs assessment for Chinese and Filipino clients;

i. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population;

j. Develop a document of "lessons learned" as well as "effective strategies" from outreach and engagement efforts for the identified community groups.

D. Staff Training

NCOC partners outreach workers shall participate in training provided and/or sponsored by County BHRS related to outreach services provided through this agreement. Training topics may include orientation to BHRS and confidentiality and HIPAA compliance, MediCal Administration requirements, eligibility, case management, referral and MediCal outreach. Trainings shall be scheduled at such times that are mutually agreeable to NCOC partners and County.

E. Reporting

Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

III. Administrative Requirements

A. Paragraph 13 of the Agreement and Paragraph I, M4 of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18^{th}) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Behavioral Health and Recovery Services Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

   The annual cultural competence plan will include, but is not limited to the following:

   a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)

   c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.

   d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner.)

   e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance - Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Behavioral Health and Recovery Services Division Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Such documentation shall be consistent with the San Mateo County Mental Health Services Documentation Manual which is incorporated into this Agreement by reference.

F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:http://files.medical.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_I.asp.

I. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

L. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

N. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

O. Fingerprinting Certification

At County's sole discretion, Contractor certifies 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 and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

III. Goals and Objectives

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. Community Outreach and Engagement Program

Goal 1: Stronger Collaboration

Objective 1: Establish effective collaborative relationships with culturally and linguistically diverse community members to enhance the BHRS' capacity and overall system performance in addressing the needs of diverse population. The Collaboration will develop relationships by not only bringing people into behavioral health services, but by creating linkages for ongoing supports in the community.

Data collected by Contractor and provided to BHRS

Goal 2: Increased numbers of clients accessing and receiving behavioral health services

Objective 1: Contractor shall refer three hundred twenty-five (325) clients to BHRS for mental health services.

Data collected by Contractor and provided to BHRS

Goal 3: Establish strong linkages between the community and BHRS

Objective 1: The Outreach Workers/promotores/as will build linkages between community organizations and BHRS to share information, facilitate connections between people who need mental health and substance abuse services and to reduce stigma related to mental illness and alcohol and substance abuse.

Data collected by Contractor and provided to BHRS

EXHIBIT B – PAYMENTS AND RATES
ASIAN AMERICAN RECOVERY SERVICES, INC. – NCOC
FY 2012 - 2014

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

I. Amount and Method of Payment

A. Community Outreach and Engagement Program Services

For services provided as described in Paragraph I.C. of Exhibit A contractor shall be paid as described following.

1. FY 2012-13
For the period of July 1, 2012 through June 30, 2013 Contractor shall be paid monthly payments of THIRTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS ($13,137) for personnel and operating costs as described in Paragraph I.C. of Exhibit A. The total amount due to Contractor for this period for these services shall not exceed ONE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS ($157,644).

2. FY 2013-2014
For the period of July 1, 2013 through June 30, 2014 Contractor shall be paid monthly payments of THIRTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS ($13,137) for personnel and operating costs as described in Paragraph I.C. of Exhibit A. The total amount due to Contractor for this period for these services shall not exceed ONE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS ($157,644).

B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS ($315,288).

C. The Director of Health 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.

D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

E. Monthly Reporting-change

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10^{th}) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

   a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

   b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (hour/minute format).

2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

F. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

G. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Behavioral Health and Recovery Services Division of the Health Department.

H. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee

I. 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 be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

J. In the event this Agreement is terminated prior to June 30, 2012, the Contractor shall be paid for services already provided pursuant to this Agreement.

K. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.

L. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or to stabilize a beneficiary with an emergency psychiatric condition.

M. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under 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 _____, 200_

Signed _____ Title

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

b. The beneficiary was eligible to receive services described in this Agreement at the time the services were provided to the beneficiary.

c. The services included in the claim were actually provided to the beneficiary.

d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

f. For each beneficiary with mental health services included in the claim, all requirements for Contractor payment authorization for mental health service were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

N. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

    a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

    b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this Agreement.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

X a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

____ b. do exercise supervisory or disciplinary power over a children (Penal 11105.3).

Asian American Recovery Services, Inc.
Name of Contractor

Signature of Authorized Official

Tony Duong
Name (please print)

Deputy Director
Title (please print)

1/8/13
Date

ATTACHMENT I

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

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

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

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

☐ a. Employs fewer than 15 persons.

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

Mary Cheung, HR Director
Name of 504 Person - Type or Print

Asian American Recovery Services, Inc.
Name of Contractor(s) - Type or Print

1115 Mission Road
Street Address or P.O. Box

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

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

Signature

Tony Duong, Deputy Director
Title of Authorized Official

1/8/13
Date

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: January 4, 2013
Board Meeting Date: February 26, 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 the agreement with Pacific Footcare Podiatry Group, Inc.

RECOMMENDATION:
Adopt a Resolution authorizing an amendment to the agreement with Pacific Footcare Podiatry Group to provide podiatry services, increasing the amount by $81,870 to $345,000.

BACKGROUND:
On December 13, 2011, your Board approved an agreement with Pacific Footcare Podiatry Group (Pacific Footcare) to provide podiatry surgery and clinic services at San Mateo Medical Center (SMMC) for the term February 1, 2012 through January 31, 2014, for a maximum amount not to exceed $259,200.

On June 1, 2012, the Chief Executive Officer of SMMC approved an amendment to the agreement increasing the funding by $3,930 to a new maximum fiscal obligation of $263,130, with no change in term. This amendment was needed to provide for coverage while a contracted podiatrist was on maternity leave.

DISCUSSION:
As of December 2012 there is a backlog of 20 surgery patients and 70 clinic patients for podiatry. An increase in podiatry services of one day-per-week should address this patient demand by reducing the backlog of surgery patients to 10 and the clinic patients to 35 in the next six months. This second amendment is needed to pay for the increase in services to be provided.

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 podiatry services to residents of San Mateo County. It is anticipated that the number of patients waiting for surgery appointments will be reduced to 10 and the number of patients waiting for clinic appointments will be reduced to 35 in the next six months.

PERFORMANCE MEASURES:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of patients waiting for surgery in the next six months	20	10
Number patients waiting for a clinic appointment in the next six months	70	35

FISCAL IMPACT:

The term of this agreement is February 1, 2012 through January 31, 2014. The maximum fiscal obligation is $345,000. Funds in the amount of $161,723 are included in the SMMC FY 2012-13 Adopted Budget and $129,080 will be included in the SMMC FY 2013-14 Recommended 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 PACIFIC FOOTCARE PODIATRY GROUP TO PROVIDE PODIATRY SERVICES, INCREASING THE AMOUNT BY $81,870 TO $345,000

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

WHEREAS, San Mateo Medical Center (SMMC) has a continuous need for podiatry services and currently has a backlog of patients waiting for those services; and

WHEREAS, on December 13, 2011, your Board approved an agreement with Pacific Footcare Podiatry Group (Pacific Footcare) to provide podiatry surgery and clinic services for the term February 1, 2012 through January 31, 2014, for a maximum amount not to exceed $259,200; and

WHEREAS, On June 1, 2012, the Chief Executive Officer of SMMC approved an amendment to increase the funding by $3,930 to a new maximum amount not to exceed $263,130; and

WHEREAS, the County and Pacific Footcare wish to further amend the agreement to increase funding by $81,870 to a new maximum amount not to exceed $345,000 with no change in term; 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 DETERMINED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to execute said amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * * *

SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PACIFIC FOOTCARE PODIATRY GROUP

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PACIFIC FOOTCARE PODIATRY GROUP, 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 podiatry services on December 13, 2011, for the term February 1, 2012 through January 31, 2014, in an amount not to exceed $259,200; and

WHEREAS, on June 1, 2012, the Chief Executive Officer approved an Amendment to the Agreement increasing the maximum amount payable by $3,939 to $263,130; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount payable by $81,870 to $345,000.

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

1. Section II, Ambulatory Podiatry; of Exhibit A, Services; of the Agreement is amended in its entirety to read as follows:

   In consideration of the payments described in Exhibit B, Contractor shall provide three (3) half-day podiatry clinics per week. Up to two (2) additional half-day podiatry clinics or surgery blocks may be added weekly as needed and as requested in advance and in writing by the San Mateo Medical Center (SMMC) Chief of Surgery, Chief Medical Officer or designee.

2. Section VI of Exhibit B, Payments, of the Agreement is amended in its entirety to read as follows:

   The term of this Agreement is February 1, 2012 through January 31, 2014. Total

payments for services performed under this Agreement shall not exceed THREE HUNDRED FORTY FIVE THOUSAND DOLLARS ($345,000).

3. Section VII of Exhibit B, Payments, of the Agreement is amended in its entirety to read as follows:

Contractor will be paid a fixed rate of ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED DOLLARS ($129,600) per year, to be paid in equal monthly installments of TEN THOUSAND EIGHT HUNDRED DOLLARS ($10,800). However, with respect only to the two (2) additional weekly half-day clinics and surgery blocks that Contractor provides as set forth in Section II of Exhibit A of the Agreement, Contractor will be paid $655 for each such half-day podiatry clinic or surgery block.

4. **All other terms and conditions of the Agreement dated December 13, 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

PACIFIC FOOTCARE PODIATRY GROUP, INC.

_____
Contractor's Signature

Date: 1/11/2013

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

DATE: January 25, 2013
BOARD MEETING DATE: February 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

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

SUBJECT: Agreement with Psynergy Programs, Inc.

RECOMMENDATION:
Adopt a Resolution authorizing an agreement with Psynergy Programs, Inc. for the provision of residential mental health services for the term of March 1, 2013 through June 30, 2015, in an amount not to exceed $495,000.

BACKGROUND:
Psynergy Programs Inc. has three facilities: two located in Morgan Hill and one located in Greenfield, California. These facilities provide mental health residential services, which include: rehabilitative mental health services, psychiatric services, medication support, individual and group therapy, and Modified Therapeutic Community.

Under the B-1 Administrative memorandum, the selection of providers housing services and related supports for mental health clients is exempt from the requirement for a Requests for Proposals (RFP) process. BHRS manages the placements in this and other residential service facilities within the total budgeted amount for mental health residential services.

DISCUSSION:
These facilities provide a Modified Therapeutic Community (MTC) model of therapy for persons with co-occurring disorders and is an evidenced based practice. These mental health residential facilities provide a full range of services including an on-site clinic. They offer many therapeutic programs as well as enhanced medical support for specific issues such as diabetes care. These housing options are a vital resource for difficult to place clients, such as those who unnecessarily remain in locked facilities because they are unable to manage their health issues independently. With this option, clients can be moved to a more appropriate lower level of care, which will be a cost savings for the County. The programs emphasize independent living skills, nutrition and exercise, among other things.

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

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

The contractor has assured compliance with 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 agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing residential board and care services to mentally ill clients. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of residential board and care services is one established level of care. The services provided through this agreement contribute to this measure. It is anticipated that 90% of clients who receive services through this agreement shall rate services as good or better.

Performance Measure:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percentage of client survey respondents who shall rate services as good or better.	N/A*	90%

*this is a new agreement and no data is yet available.

FISCAL IMPACT:

The term of the agreement is March 1, 2013 through June 30, 2015, and the maximum obligation is $495,000. For FY 2012-13 the maximum amount will be $50,000. Of that, it is expected that $18,000 will be through Federal Financial Participation for MediCal, $27,000 will be from 1991 Realignment, and $5,000 will be Net County Cost. Funds for these services have been included in the BHRS FY 2012-13 Adopted Budget. Similar funding arrangements will be made for FY 2013-14 and FY 2014-15.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH PSYNERGY PROGRAMS, INC. FOR THE PROVISION OF RESIDENTIAL MENTAL HEALTH SERVICES, FOR THE TERM OF MARCH 1, 2013 THROUGH JUNE 30, 2015, IN AN AMOUNT NOT TO EXCEED $495,000

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Psynergy Programs, Inc. will provide residential mental health services for the period March 1, 2013 through June 30, 2015, for a maximum obligation of $495,000; and

WHEREAS, Psynergy Programs, Inc. shall provide out of County residential mental health services for difficult-to-place clients who otherwise would unnecessarily remain in locked facilities due to health issues; and

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

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

this Board shall attest the President’s signature thereto.

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 PSYNERGY PROGRAMS, INC.

THIS AGREEMENT, entered into this _____ day of _____ ,

20_____, by and between the COUNTY OF SAN MATEO, hereinafter called

"County," and PSYNERGY PROGRAMS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing the professional services hereinafter described for the San Mateo County Health System, Behavioral Health and Recovery Services Division.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and rates
Attachment C—Election of Third Party Billing Process
Attachment D—Payor Financial Form
Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED NINETY-FIVE THOUSAND DOLLARS ($495,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013 through June 30, 2015.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to

whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
   i) termination of this Agreement;
   ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
   iii) liquidated damages of $2,500 per violation;
   iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Psynergy Programs, Inc.
18225 Hale avenue
Morgan Hill, CA 95037

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

Psynergy Programs, Inc.

_____
Contractor's Signature

Date: 1/16/13

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A – SERVICES
PSYNERGY PROGRAMS, INC.
FY 2013 - 2015

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

I. REHABILITATIVE MENTAL HEALTH SERVICES

A. Introduction

1. The following programs are part of Psynergy Programs, Inc. Nueva Vista, located in Morgan Hill, California and Cielo Vista located in Greenfield, California.
Rehabilitative Mental Health Services focus on client needs, strengths, and choices; the client is always involved in service planning and implementation. The goal of rehabilitation is to help clients take charge of their own lives through informed decision making. Integrated services are based on the client's desired results from mental health services (long term goals) concerning his/her own life, and considering his/her diagnosis, functional impairments, symptoms, disabilities, life conditions, recovery, and rehabilitation readiness. Services are focused on achieving specific shorter term personal milestones (measurable objectives) to support the client in accomplishing his/her desired results.

2. Program staffing is multi-disciplinary and strives to reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the client meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

3. Psychiatric services, medication support and service, and medical oversight will be provided by Contractor's Medication Clinic Director.

4. Contractor will coordinate or participate in periodic case conference around clients whose care is shared with County treatment teams. This includes, but is not limited, to clients residing in Nueva Vista and Cielo Vista. Coordination will include treatment plans, client progress, and discharge planning.

B. Services

Contractor shall provide Assessment, Individual Therapy, Group Therapy, Medication support, Vocational Services, Adult Residential and Semi-Supervised Living. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. The San Mateo County Behavioral Health and Recovery Services (BHRS) Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions of the County Documentation Manual shall prevail. All services are co-occurring capable, trauma-informed and recovery-oriented. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

1. Residential Services and Supports

Contractor shall provide residential treatment facilities for SMI adults with mental health and co-occurring disorders. As of the effective date of this Agreement, the Residential Treatment Facilities are: Nueva vista, Cielo Vista, and Tres Vista. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community and shall include a range of activities and services for clients who would be at risk of hospitalization or other institutional placement were they not one of these residential programs ("Nueva vista, Cielo Vista, and Tres Vista). Contractor will support clients in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support services, and will make available interventions that focus on symptom reduction and management.

a. Ongoing Residential Treatment Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling, rehabilitation services, collateral services, case management and crisis intervention.

b. Eligibility for admission to Residential Treatment Facility and/or Transitional Residential Treatment Services shall be confined to persons with a serious mental illness and functional impairments that require and will benefit from a rehabilitation program. County BHRS Adult Resource Management will authorize and, in the case of multiple applications, will prioritize persons for admission. Admission priority will generally be given to persons coming from more restricted settings such as hospitals and locked sub-acute facilities.

c. Rehabilitation Services (Supported Employment Services, and Training and Consulting)

i. Supported Employment Services

Contractor may provide supported employment and job placement services to San Mateo County adults who have been diagnosed with psychiatric disabilities and co-occurring disorders. Employment specialists shall assist clients in the following: preparing for employment, developing job skills, locating positions for clients in the business community, and offering support once client has secure employment.

2. Specialty Mental Health Services

a. Mental Health Services. The monthly invoice for Mental Health Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the Deputy Director or designee and to the extent medically necessary.

Mental Health Services include:

i. Assessment: Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

ii. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.

iii. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.

iv. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

v. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

vi. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.

b. Medication Support

The monthly invoice for Medication Support Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

Contractor shall provide Medication Support Services by a licensed, qualified psychiatrist for each client pre-authorized for Medication Support Services by the Deputy Director or designee and to the extent medically necessary.

Medication Support Services include:

i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;

ii. Evaluation of the need for medication, prescribing and/or dispensing;

iii. Evaluation of clinical effectiveness and side effects of medication;

iv. Obtaining informed consent for medication(s); and

v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

c. Crisis Intervention

i. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.

ii. Contractor shall provide Crisis Intervention if medically necessary.

iii. Crisis Intervention is reimbursed by minutes of service. To be considered for payment Crisis Intervention must be retroactively authorized by the Deputy Director or designee.

iv. All clinical documentation must accompany the monthly invoice.

d. Case Management

The monthly invoice for Case Management must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

i. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:

a) Inter- and intra-agency communication, coordination, and referral;

b) Monitoring service delivery to ensure an individual's access to service and the service delivery system; and

c) Linkage, brokerage services focused on transportation, housing, or finances.

ii. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of

adequate and appropriate living arrangements including, but not limited to, the following:

a) Locating and securing an appropriate living environment,

b) Locating and securing funding,

c) Pre-placement visit(s)

d) Negotiation of housing or placement contracts,

e) Placement and placement follow-up, and

f) Accessing services necessary to secure placement

II. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

Paragraph 13 of the Agreement and Paragraph U.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

Out of county contractors must attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Out of

county contractors shall submit to HEIM (jafrica@smcgov.org) by March 31st, documentation of their compliance.

Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

E. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: http://smchealth.org/SOCMHContractors, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.aodsystems.com/SMC/Index.htm, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

F. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

G. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor

must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General

   Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

2. California department of Healthcare Services (DHCS)

   Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_l.asp

H. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

I. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

J. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

K. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

L. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

M. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the BHRS System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

N. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine

whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

O. Minimum staff Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

GOAL 1: Clients shall be satisfied with services provided

OBJECTIVE 1: At least ninety percent (90%) of clients shall rate services as satisfactory.

End of Exhibit A.

EXHIBIT B – PAYMENTS AND RATES
PSYNERGY PROGRAMS, INC.
FY 2013 - 2015

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

I. PAYMENTS

A. Contract Maximum

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FOUR HUNDRED NINETY-FIVE THOUSAND DOLLARS ($495,000).

B. County shall pay Contractor for up to a maximum of five (5) beds per month according to the following rates of payment:

1. Maximum Amount By Service Component

Patch rate varies as follows:

$125/day	for dual dx until d/c'd by Psynergy Clinician.
$94/day	for Co-Morbid Dx until de/c'd by Community Medical Professional.
$94/day	for first 90 days from an Acute/IMD placement.
$64/day	for 91st day going forward to discharge.

C. Rates for Services

1. Medication Support Services, Mental Health Services, Case Management, and Crisis Intervention.

a. Medication Support Services described in Paragraph I.B.3.b of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS ($4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.

b. Mental Health Services described in Paragraph I.B.3.a of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS ($2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.

c. Crisis Intervention Service described in Paragraph I.B.3.c of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS ($3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.

d. Case Management described in Paragraph I.B.3.d of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS ($2.02) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.N. of this Exhibit B.

2. Payment shall be made on a monthly basis upon County's receipt of the following:

a. All required documentation adhering to Medi-Cal guidelines,

b. Documentation for each minute of service, and

c. Documentation relating to each appropriate authorization.

D. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86 01:

1. Payment for temporary absence in the supplemental services program and for life support services in residential care facilities can be limited to seven (7) days per month. Such payment is allowable only under all of the following conditions:

a. the absence is consistent with the client's service and treatment plans;

b. the absence is necessary for the client's progress or maintenance at this level of care;

c. the absence is planned, or anticipated; and

d. the absence, as well as the purpose(s) of the absence, are documented.

2. Payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), except as provided in section II, paragraph 2(a) above, can be limited to ten (10) days per month. Payment is allowable if such treatment is necessary for the client to return to this level of care, i.e., in a residential care facility, and if the purpose(s) is documented.

E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

F. 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.

G. In the event this Agreement is terminated prior to June 30, 2015 Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

H. Monthly Invoices and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services /Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

   County of San Mateo
   Behavioral Health and Recovery Services
   225 37th Avenue, Third floor
   San Mateo, CA 94403

I. Revenue and Performance

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

J. Disallowances

In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

J. Inadequate Performance

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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

K. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including, assessment, service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

L. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

M. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

N. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. 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 _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

   a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

   b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.

   c. The services included in the claim were actually provided to the beneficiary.

   d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

   e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

   f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

   g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

End of Exhibit B

Attachment C
Election of Third Party Billing Process

San Mateo County Behavioral Health and Recovery Services is required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One
Our agency will bill other insurance, and provide San Mateo County Behavioral Health and Recovery Services (SMCBHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We _____(agency name) elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

Option Two
Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Psynergy Programs, Inc. (agency name) elect option two.

_____ Christopher Zubiate, MSW
Signature of authorized agent Name of authorized agent
President & CEO

408.465.8280
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

AGENCY NAME:		
Client's Last Name/MH ID # (if known)	**First Name M.I.**	**Alias or other names Used**
Client Date of Birth	**Undocumented?** ☐ Yes ☐ No **If no, Social Security Number (Required)**	**26.5 (AB3632)** ☐ Yes ☐ No IEP (SELPA) start date_____

Does Client have Medi-Cal? ☐ Yes ☐ No **Share of Cost?** ☐ Yes ☐ No **Client's Medi-Cal Number (BIC Number)?** _____

Please attach copy of MEDS Screen ; If client is Full scope Medi-Cal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110

Is Client Potentially Eligible for Medi-Cal Benefits? ☐ Yes ☐ No **Client Referred to Medi-Cal?** ☐ Yes, give date: _____ ☐ No

Is this a Court-ordered Placement? ☐ Yes ☐ No

Does Client have Medicare? ☐ Yes ☐ No **If yes, please check all that apply** ___**Part A** ___**Part B** ___**Part D (effective 1/1/06)**

What is the Client's Medicare Number? _____

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ ☐ Self

Address _____ City _____ State _____ Zip Code_____

☐ **Refused to provide Financial Information and will be charged full cost of service.**

FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

To determine family's UMDAP liability, please list any other family members currently being seen by Mental Health:

_____

Gross Monthly Income (include all in the Household)	**Allowable Expenses**
A. Self .....$ _____ B. Parents/Spouse/Domestic Partner ....$ _____ C. Other ..... $ _____ Number of Persons Dependent on Income _____	A. Court Ordered Monthly Obligation $_____ B. Monthly Child Care Payments (Only if Necessary for Employment) $_____ C. Monthly Dependent Support Payments $_____ D. Monthly Medical Expense Payments $_____ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....$_____ F. Housing Cost (Mortgage/Rent) $_____
Asset Amount (List all liquid assets) A. Savings.....$_____ B. Checking.....$_____ C. Stocks.....$_____	

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer)	
Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number_____	Policy Number _____ Group Number_____ Name of Insured Person_____ Relationship to Client_____ Social Security Number of Insured Person_____ (if other than client)
Does this Client have Healthy Families Insurance? ☐ Yes ☐ No If Yes, complete San Mateo County Mental Health SED form.	**Does this Client have Healthy Kids Insurance?** ☐ Yes ☐ No **Does this Client have HealthWorx Insurance.?** ☐ Yes ☐ No

CLIENT AUTHORIZATION –This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

_____ _____ _____

Signature of Client or Authorized Person | Date | Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ **(Please check if applicable)** **Date**_____**Reason**_____

Name of Interviewer_____ Phone Number_____ Best Time to Contact_____

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650) 573-2110

San Mateo County Mental Health Services Use Only

ENTERED BY **CLIENT ACCOUNT #** **DATA ENTRY DATE**

Rev 06/05

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBLITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone:650-573-2442) to verify eligibility.

Instructions for Checking Medi-Cal Eligibility Using the Internet

- Go to Internet Explorer
- Type in the URL/address box: **www.medi-cal.ca.gov**
- From the Medi-Cal Home Web Site screen, click Transaction Login
- From the Login Center Transaction Services screen, enter
  User ID: **assigned provider number** (usually five "0's" preceded by your provider #)
  Password: **assigned pin number***

  ***NOTE:**
  - ***If you are already a Medi-Cal provider and don't know your provider pin number (password):*** *your Program Director will need to write a letter* ***to Cathy Bishop, Staff Services Analyst Medi-Cal Oversight.*** *The letter should be faxed to Cathy at* ***(916) 654-6394.*** *On the letter, state the reason why you are requesting it, i.e., lost, never received, etc. and provide your phone number so that she can call you with your provider pin number.*
  - ***If you are already a Medi-Cal provider and this is the first time you are accessing the Medi-Cal Transaction Services:*** *you will need to complete the Medi-Cal Point Of Service (POS) Network/Internet Agreement form (attached) and mail it to the address on the form. This agreement is required for all providers who intend to use the POS Network for clearing SOC.*

- Click on Submit
- From the Transaction Services screen, click on Single Subscriber
- From Perform Eligibility Transaction screen fill in the following fields:

  - *Subscriber ID* – enter the client's Social Security # (without dashes)
  - *Subscriber Birth Date* – enter the client's DOB (mm/dd/yyyy)
  - *Issue Date* – if unknown, enter today's date (mm/dd/yyyy)
  - *Service Date* – enter the date on which the service is to be performed (mm/dd/yyyy)
  - Click on Submit

Helpful Hints:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using the Internet

- Go to Internet Explorer
- Type in the URL/address box: **www.medi-cal.ca.gov**
- From the Medi-Cal Home Web Site screen, click Transaction Login
- From the Login Center Transaction Services screen, enter
  User ID: **assigned provider number** (usually five "0's" preceded by your provider #)
  Password: **assigned pin number***

  ***NOTE:**
  - ***If you are already a Medi-Cal provider and don't know your provider pin number (password):*** *your Program Director will need to write a letter* ***to Cathy Bishop, Staff Services Analyst Medi-Cal Oversight.*** *The letter should be faxed to Cathy at* ***(916) 654-6394.*** *On the letter, state the reason why you are requesting it, i.e., lost, never received, etc. and provide your phone number so that she can call you with your provider pin number.*
  - ***If you are already a Medi-Cal provider and this is the first time you are accessing the Medi-Cal Transaction Services:*** *you will need to complete the Medi-Cal Point Of Service (POS) Network/Internet Agreement form (attached) and mail it to the address on the form. This agreement is required for all providers who intend to use the POS Network for clearing SOC.*

- Click on Submit
- From the Transaction Services screen, click Perform SOC (Spend Down) Transactions
- From Perform SOC (Spend Down) Transaction screen fill in the following fields:

  - *Subscriber ID* – enter the client's Social Security # (without dashes)
  - *Subscriber Birth Date* – enter the client's DOB (mm/dd/yyyy)
  - *Issue Date* – if unknown, and clearing service for the current month, enter today's date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
  - *Service Date* – enter service date for the "SOC Clearance." (mm/dd/yyyy)
  - *Procedure Code* – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
  - *Total Claim Charge Amount* – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
  - *Case Number* – optional unless applying towards family member's SOC case
  - *Amount of SOC (Spend Down)* – optional unless a SOC case number was entered
  - Click on Submit
  - Print SOC (Spend Down) Response screen and attached to the Unbillable SD Mcal Billing Services – SOC Has Not Been Met SOC report and return to MIS.

Helpful Hints:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The "Last Used" choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

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.

ARTURO URIBE, LCSW
Name of 504 Person - Type or Print

PSYNERGY PROGRAMS, INC.
Name of Contractor(s) - Type or Print

18225 Hale Ave.
Street Address or P.O. Box

Morgan Hill, California 95037
City, State, Zip Code

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

Arturo Uribe LCSW
Signature

Chief Operations Officer / Head of Service
Title of Authorized Official

1/16/13
Date

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: January 28, 2013
Board Meeting Date: February 26, 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 Health Care Interpreter Network

RECOMMENDATION:
Adopt a Resolution waiving the Request for Proposals process and authorizing an amendment to the agreement with Health Care Interpreter Network for voice and video medical interpreting services, extending the term through June 30, 2015, increasing the amount by $400,000 for a new amount not to exceed $500,000.

BACKGROUND:
On April 3, 2012, the Chief Executive Officer of the San Mateo Medical Center (SMMC) approved agreement No. 66038-12-D057 with Health Care Interpreter Network (HCIN) in the amount of $100,000 to administer the automated processes of voice and video medical interpretation.

The agreement was first amended on June 4, 2012, to change the contract number to reflect the correct fiscal year. SMMC has been using HCIN voice and video medical interpreter services since March of 2003.

HCIN serves all but two of the public hospitals in the California Association of Public Hospitals and Health System (CAPH) organization which is the core of the state's safety health net. This service enables interpreters to visually observe the patient being translated so interpreters can both hear the patient's response and observe the patient's reactions, thereby aiding physicians in correctly diagnosing the patient's condition and improving the patient experience.

DISCUSSION:
In the first quarter of 2012, SMMC began collecting data to develop a tool to forecast and track interpretation services. Currently these reports indicate that 47% of SMMC's

patients require video and voice interpretations which were higher than the 40% that was previously forecast. HCIN has an annual administration fee of $40,000 with a .75 per minute rate for voice and video interpretation.

SMMC anticipates a continuing increase in demand for these services as SMMC moves into compliance with new joint commission regulatory standards requiring interpretation for all such patients and the increase in the percentage of patients requiring video and voice interpretation.

These factors necessitate an increase in the maximum amount payable under the agreement. It has also been determined that it is in the best interest of the County and SMMC's patients to extend the current term of the agreement by two years to continue to provide this valuable tool for patient–provider communication.

SMMC is requesting a waiver of the Request for Proposals (RFP) process for this amendment to the agreement because HCIN provides a unique service and is the only provider with medically-trained voice and video interpreters that is linked to other public hospitals.

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

SMMC also requests 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 amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing video and voice medical interpretation services to patients with limited English proficiency and/or hearing disability and their medical providers. It is anticipated that approximately 19,500 voice and video consultations will be required by patients receiving treatment at SMMC or its clinics; this is an indicator for improved access to healthcare.

PERFORMANCE MEASURE:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Approximate number of patient consultations that will require video/voice interpretation	15,352	19,500

FISCAL IMPACT:

This amendment extends the term of the agreement by two years for a new term of July 1, 2012 through June 30, 2015, and increases the maximum fiscal obligation by $400,000 to $500,000. Funds in the amount of $157,144 are included in the SMMC FY

2012-13 Adopted Budget and funds in the amount of $171,428 are included in the SMMC 2013-14 Recommended Budget. Similar arrangements will be made for future budget years.

The payment provisions of the agreement are increased by $400,000 in funds above the original amount of the agreement. The increase is needed to cover the increased number of consultations with patients who require video/voice interpretations and the two year extension of the agreement.

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

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH HEALTH CARE INTERPRETER NETWORK FOR VOICE AND VIDEO MEDICAL INTERPRETING SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2015, INCREASING THE AMOUNT BY $400,000 FOR A NEW AMOUNT NOT TO EXCEED $500,000

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

WHEREAS, on April 3, 2012, the Chief Executive Officer of SMMC approved Agreement No. 66038-12-D057 with Health Care Interpreter Network (HCIN) in the amount of $100,000 to provide voice and video medical interpretation services; and

WHEREAS, the Agreement was first amended on June 4, 2012, to change the contract number to reflect the correct fiscal year; and

WHEREAS, HCIN offers a unique service that enables interpreters to visually observe the patient that they are translating so that the interpreter can both hear the patient's response and observe the patient's reactions, thereby aiding physicians in correctly diagnosing the patient's condition, improving the patient's health care experience; and

WHEREAS, HCIN is the only provider with medically trained video and voice interpreters linked to other public hospitals, and SMMC has been successfully using HCIN's medical interpretation services since 2003; and

WHEREAS, this service provides health care professionals with a valuable tool

to diagnose a patient's condition by providing voice and video medical interpreter services to patients with limited English proficiency and/or hearing disabilities; and

WHEREAS, on the basis of HCIN's unique and valuable services, it is appropriate in the circumstances to waive the Request for Proposals process; and

WHEREAS, in the past year there has been a dramatic increase in the demand for these services as the San Mateo Medical Center (SMMC) moves into compliance with new regulatory standards requiring interpretation for the approximately 40% of SMMC patients with limited English proficiency; and

WHEREAS, it has also been determined that it is in the best interest of the County and SMMC's patients to extend the current term of the Agreement by two years to continue to provide this valuable tool for patient–provider communication; and

WHEREAS, both parties wish to amend the Agreement to increase the maximum amount payable by $400,000, for a new maximum amount payable not to exceed $500,000, and to extend the term by two additional years through June 30, 2015**;** and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County requirement for the Request for Proposals process for said Agreement is hereby waived.

BE IT FURTHER RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said amendment to the Agreement with HCIN for and on behalf of the County of San Mateo and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURHTER RESOLVED, that 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**.**

* * * * * *

AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEALTH CARE INTERPRETER NETWORK

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

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Interpreter services on April 3, 2012; and

WHEREAS, the parties amended the Agreement on June 4, 2012, to change the contract number to reflect the correct fiscal year;

WHEREAS, the parties wish to further amend the Agreement to extend the term by two years to June 30, 2015, and increasing the maximum amount by $400,000, for a new maximum amount not to exceed $500,000.

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

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

The term of this Agreement shall be from July 1, 2012 through June 30, 2015, unless terminated earlier by the County.

2. Section 3 Payments of the agreement is amended to read as follows:

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 FIVE HUNDRED THOUSAND DOLLARS, ($500,000).

performed is unacceptable. In no event shall total payment for services under this Agreement exceed FIVE HUNDRED THOUSAND DOLLARS, ($500,000).

2. The original Exhibit A to the Agreement is deleted and is replaced in its entirety with Revised Exhibit A (Rev. 01/24/13), a copy of which is attached to this Amendment No. 2, in order to reflect the changes described above.

3. **All other terms and conditions of the Agreement between the County and Contractor, dated April 3, 2012, shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Health Care Interpreter Network

_____
Contractor's Signature

Date: 2-4-13

Agreement between the County of San Mateo ("County") and Health Care Interpreter Network ("Contractor" or "HCIN")

I. Description of Services to be Performed by the Contractor

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

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

II. Amount and Method of Payment

A. In consideration of the services described in Paragraph I of this Exhibit "A", County will pay Contractor, FORTY THOUSAND DOLLARS ($40,000) per year for the three year term of this Agreement on a payment schedule to be determined by HCIN and the County. In addition, the County agrees to pay $.75 per minute for each minute of interpreter service provided through the HCIN by another participating entity. In cases where hearing impaired patients require American Sign Language (ASL) vendor will provide interpretation at a rate of $2.90 to $3.35 per minute based on the complexity of the translation. Any amounts due will be offset by a credit of $.75 per minute for each minute of interpreter service provided by County personnel to other entities through the HCIN. The Contractor will bill the County quarterly for any amounts due for interpreter services.

B. The term of the Agreement is July 1, 2012 through June 30, 2015. The maximum amount payable under the Agreement is FIVE HUNDRED THOUSAND DOLLARS, ($500,000).

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: January 7, 2013
Board Meeting Date: February 26, 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 Chris Threatt, MD

RECOMMENDATION:
Adopt a Resolution authorizing an agreement with Chris Threatt, MD to provide urology services for the term of February 1, 2013 through January 31, 2014, in the amount of $240,000.

BACKGROUND:
San Mateo County is responsible for providing necessary medical care to its medically indigent population. This care includes disorders of the kidney, urethral tract, and bladder and the management and supervision of those services.

Bay Area Urology Medical Group (BAU) provided urology services at San Mateo Medical Center (SMMC) until September 1, 2011. Due to changes within the group, BAU ceased providing scheduled clinic, surgery and call coverage for SMMC. For the next year SMMC relied on locum tenens to provide urology services and on Dr. Chris Threatt to provide weekend call coverage.

DISCUSSION:
Effective October 1, 2012, Dr. David Martin agreed to serve as SMMC's Chief of Urology. He provides four half-day clinics, each of four hours in length, as well as two half-day surgery blocks, approximately four hours in length, each week. He also provides call coverage from Tuesday 8:00 a.m. until Friday at 5:00 p.m. for 48 weeks per year.

Dr. Threatt will provide urology coverage from Friday at 5:00 p.m. until Tuesday at 8:00 a.m. in the form of Emergency Department (ED) call coverage and every other Monday. Dr. Threatt will provide either a surgery or clinic block on a weekly basis.

County Administrative Memorandum B-1 provides that contracts for physicians are exempt from the Request for Proposals process.

The contract was delayed because the Contractor did not return the agreement in a timely manner.

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

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

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to urology services to residents of San Mateo County. It is anticipated that 100% of all urology surgery services provided will adhere to the infection control standards as defined by the Joint Commission and Title 22 of the State of California Code of Regulations, which will result in reduced risk of healthcare-associated infections.

PERFORMANCE MEASURE:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Adhere to infection control standards as defined by Joint Commission, Title 22, and other applicable standards.	100%	100%

FISCAL IMPACT:

The term of this Agreement is February 1, 2013 through January 31, 2014. The maximum fiscal obligation is $240,000. Funds in the amount of $100,000 are included in the SMMC FY 2012-13 Adopted Budget and $140,000 will be included in the SMMC FY 2013-14 Recommended 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 AGREEMENT WITH CHRIS THREATT, MD TO PROVIDE UROLOGY SERVICES FOR THE TERM OF FEBRUARY 1, 2013 THROUGH JANUARY 31, 2014, IN THE AMOUNT OF $240,000

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

WHEREAS, the County has a continuing need for clinical, surgery and call coverage for urology patients; and

WHEREAS, the County and Chris Threatt, MD wish to enter into an Agreement whereby Dr. Threatt will provide clinic, surgery and weekend urology services for the term February 1, 2013 through January 31, 2014, for a maximum fiscal obligation of $240,000; and

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

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

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

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

* * * * * *

Professional Services Agreement
Between the County of San Mateo and
Chris Threatt, MD
For Urology Services

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo Health System ("County") and Chris Threatt, MD ("Contractor").

W I T N E S S E T H:

WHEREAS, County operates health care facilities collectively known as "San Mateo Medical Center" (SMMC); and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

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

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1: Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that Contractor is:

An individual health care provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of urology in the State of California.

1.2 Contractor's Representatives

1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services in San Mateo County under this Agreement; i.e., every member of a medical group that contracts with the County shall be considered a "Contractor" for purposes of complying with this Agreement.

1.2.2 Where Contractor represents more than one individual, Contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including but not limited to enforcement of this Agreement, in cases where direct discussion with the contractor fails to adequately resolve this issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County's Chief, Health System, or his/her designee.

1.3.2 Shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California and active Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor's representatives to provide the services contemplated by this Agreement.

1.3.3 Contractor's representatives shall be certified by the appropriate state-recognized board in California (or eligible for certification by such board by virtue of having successfully completed all educational and residency requirements required to sit for the board examinations).

1.3.4 Contractor is not currently excluded, debarred, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.

1.3.5 Contractor agrees to participate in the County's Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractors who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of SMMC or his/her designee, with respect to the product or results of Contractor's services, shall provide medical services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed that specified in Exhibit B.

1.5.2 Rate of Payment

The rate and terms of payment shall be as specified in Exhibit B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Chief, Health System or his/her designee and shall not be binding on County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief, Health System, Chief Executive Officer of SMMC, or either of their designees.

1.5.3 Time Limit for Submitting Invoices

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

1.6 Substitutes

Contractor shall provide, at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by the Chief Executive Officer of SMMC or his/her designee and shall

otherwise satisfy all qualification requirements applicable to the Contractor, including but not limited to being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as County shall reasonably approve.

1.7 General Duties of Contractor

1.7.1 Administrative and Miscellaneous Duties and Responsibilities

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

1.7.2 Billing and Compliance

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

1.7.3 Compliance with Rules and Regulations

Contractor agrees to abide by rules, regulations, and guidelines of County. County may from time to time amend, add, or delete rules, regulations, or guidelines at County's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.

1.7.4 Managed Care Contracts

Contractor is obligated to participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor for health care services with managed care organizations, including but not limited to Health

Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs).

1.7.5 Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

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

A. Contractor's license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;

B. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;

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

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

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

F. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials; or

G. Contractor is convicted of a crime.

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

1.7.6 Compliance with Contractor Employee Jury Service Ordinance

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

1.8 Citizenship Duties of Contractor

A. Contractor will make all reasonable efforts to participate in co-ordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.

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

C. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.

D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those additional duties and requirements.

1.9 Provision of Records for County

Contractor shall furnish any and all information, records, and other documents related to Contractor's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation with County in Maintaining Licenses

Contractor shall assist County in obtaining, achieving, and/or maintaining any and all licenses, permits, other authorization, and/or accreditation standards which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict of Interest

Contractor shall inform County of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3 below.

1.12 Non-Permitted Uses of County Premises

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

1.13 No Contract in County Name

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

1.14 Regulatory Standards

Contractor shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and the relevant medical service, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.15 Availability of Records for Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary

to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty.

Section 2: Change of Circumstances

In the event either (i) Medicare, Medi-Cal, or any third party payor or any federal, state, or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or (ii) any or all such payors/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto; then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

Section 3: Term and Termination

3.1 Term

This Agreement shall commence on February 1, 2013, and shall

continue for one (1) year. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on January 31, 2014.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

3.3.1 Termination By County

This agreement may be terminated by County at any time upon ninety (90) days written notice to the Contractor.

The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon (1) unavailability of Federal, State, or County funds or (2) closure of the County, SMMC, or the department of SMMC at which Contractor is to provide services, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding or closure.

3.3.2 Automatic Termination

This Agreement shall be immediately terminated as follows:

A. Upon Contractor's loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;

B. Upon Contractor's suspension or exclusion from the Medicare or Medi-Cal Program;

C. If the Contractor violates the State Medical Practice Act;

D. If the Contractor's professional practice imminently jeopardizes the safety of patients;

E. If Contractor is convicted of a crime;

F. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;

G. Upon revocation, cancellation, suspension, or limitation of the Contractor's medical staff privileges at the County;

H. If Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;

I. If Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;

J. If Contractor fails to maintain professional liability insurance required by this Agreement;

K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider; or

L. Upon the closure of the County, SMMC, or the medical service at SMMC in relation to which the Contractor is providing services.

3.3.3 Termination for Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with no fewer than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice (or such longer period as is specified in the notice) in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the notice and cure period (typically sixty (60) days) measured from the date of initial notice without further notice or demand. Upon breach of the terms of this Agreement by an individual contractor's representative, County shall have the option of withdrawing its acceptance of that individual contractor's representative, as described in Section 1.3.1, without terminating this Agreement. Upon withdrawal of acceptance, Contractor must replace said contractor representative as specified in Section 1.6 of this Agreement. Withdrawal of acceptance of an individual contractor's representative will not, of itself, constitute grounds for termination of this Agreement by either party.

3.3.4 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the County. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to County, subject to Contractor's right to copies of records.

Section 4: Insurance and Indemnification

4.1 Insurance

Contractor shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the County. Contractor shall furnish County with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

In the event of either (1) violation of any provision of Section 4 of this Agreement or (2) receipt of notice by the County that any insurance coverage required under Section is will be diminished or cancelled, 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.

4.1.2 Workers' Compensation and Employer Liability Insurance

Contractor shall have in effect during the entire life of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

> I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before

commencing the performance of the work of this Agreement.

4.1.3 Liability Insurance

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 or her, while performing work covered by this Agreement, from any and all claims for property damage which may arise from Contractor's operations or actions under this Agreement, whether such operations/ actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

A.	Comprehensive general liability insurance...	$1,000,000
B.	Motor vehicle liability insurance.....	$-0-
C.	Professional liability insurance.....	$1,000,000/ $3,000,000

4.1.4 County Adjustment of Insurance Coverage

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving (60) days notice to Contractor. Contractor must obtain such increased amount of coverage by the end of that notice period.

4.1.5 County as Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if 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. Said certificate(s) of insurance is (are) attached hereto.

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

4.3 Hold Harmless

Contractor shall indemnify and hold harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for or on account of: (i) injuries or death of any person, including Contractor; (ii) damage to any property of any kind whatsoever and to whomsoever belonging; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (iv) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (v) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or 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 damages 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 the 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.

Contractor shall indemnify, defend, and hold County harmless from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

Section 5: Miscellaneous Provisions

5.1 Notice Requirements

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, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. 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.

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

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

If to Contractor: Chris Threatt, MD
Peninsula Urology Center
2900 Whipple Ave., Suite 132
Redwood City, CA 94062

5.2 Merger Clause, Amendment, and Counterparts

This Agreement, including the Exhibits and Attachments 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, whether written or otherwise, are not binding. All subsequent modifications shall be in writing and signed by the parties.

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

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided that the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a personal service contract, Contractor may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor, to all or substantially all of County's operating assets, or to any affiliate of County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, or partners of or joint ventures with County. County does retain responsibility for the performance of Contractor and Contractor's representatives as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's representatives to refer or admit any patients to or order any goods or services from County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

5.7 Alternate Dispute Resolution and Venue

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation is unsuccessful, the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

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

5.9 Governing Law

This Agreement shall be governed by the laws of the State of California.

5.10 Non-Discrimination

Section 504. 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.

Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement). Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

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

Contractor shall comply with the County admission and treatment policies, which provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual

orientation, national origin, age, handicap, or political affiliation.

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.

Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties to be determined by the County Manager, including but not limited to:

A. Termination of this Agreement;

B. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;

C. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) per violation; and/or

D. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

A. Examine Contractor's employment records with respect to compliance with this paragraph; and

B. Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Within thirty (30) days, 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, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its

response to the complaint when filed/submitted.

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance prohibiting contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Compliance with Federal Regulations. 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.

5.11 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to: Title XXII of the California Administrative Code; those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act; and those required by the Joint Commission. Contractor shall provide satisfactory evidence of such licenses and certificates. Contactor shall inform County of any notice of any incident within its operations which may affect any license or certification held by Contractor.

5.12 Confidentiality of Patient Information and Compliance With Laws

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor shall not disclose such information except as permitted by law.

All services to be performed by Contractor pursuant to this Agreement shall be performed (1) 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, 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 and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. 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.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

5.13 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq.* and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq.*, under Section 14100.2 of the Welfare and Institutions Code and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

5.14 Disclosure of Records

Contractor agrees to provide upon reasonable notice to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or to their appropriate audit

agencies access to and the right to examine and audit all records and documents necessary to determine compliance with this Agreement, to determine compliance with relevant federal, state, and local statutes, ordinance, rules, and regulations, and to evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records.

Without limiting the foregoing, Contractor shall maintain such records and provide such information to County and to government officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. Upon request, County and government officials shall have access to and be given copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, business records, and papers relating to the Contractor's provision of health care services to patients, the cost of such services, payments received by the Contractor from patients (or from others on their behalf), and the financial condition of Contractor. Such records described herein shall be maintained at least four (4) years from the end of the contract term.

All records of Contractor shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

5.15 Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments
Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
Attachment I—§ 504 Compliance

[Signatures on the following page]

IN WITNESS WHEREOF, County and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR:

(signature)

By: _____

Title: Medical Doctor

Date: 1/28/13

COUNTY:

(signature)

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

Attest:

By: _____
Clerk of Said Board

EXHIBIT A

SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the SMMC Chief Medical Officer (CMO).

I. Provide professional urology services in the Department of Surgery, including inpatient, ambulatory, and surgical care.

II. Specifically, for the period from February 1, 2013 through January 31, 2014, Contractor will provide the following:

A. One (1) half-day urology clinic, each of at least four hours in length, every other week, with a target of 20 patients seen in each half-day clinic. These clinic periods will be performed on Monday or on another weekday that is arranged in advance in consultation between the Contractor and the Chief of Urology.

B. One half-day surgery block, of approximately four hours in length, every other week, performed on Monday.

III. The half-day surgery blocks called for under this Agreement shall be scheduled to take place Mondays, between the hours of 0730 to 1700 hours. Add-on cases during other days of the week, nights and weekends will be approved and compensated only if emergent and are not able to be scheduled during normally scheduled hours. Any elective add-on cases require prior written administrative approval.

IV. Contractor will provide call coverage from Friday at 5:00 p.m. to Tuesday at 8:00 a.m. at least three (3) weekends per month except periods of scheduled time off, i.e. vacation, CME, etc.

V. Participate in such scheduled coverage of service as is mutually arranged and agreed upon by members of the Department of Surgery under the supervision of the Chief of Urology.

Contractor shall comply with the schedule developed by the Chief of Urology for "on-call" and/or "emergency-call" status during other than scheduled times and for twenty-four (24) hours each Saturday, Sunday, or holiday. "On-call" and "emergency-call" are defined as being available by telephone or pager to the hospital medical staff, nursing supervisor, and administrator on call as needed. In addition, Contractor must adhere to the guidelines of the San Mateo County Trauma System by being immediately available by telephone and must make every reasonable effort to be present at the hospital at the time of the patient's arrival.

VI. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and

maintain such active staff status as a condition of the Agreement.

EXHIBIT B

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor, as follows:

I. Contractor shall be paid at the rates set forth below, to include the complete professional component associated with urology services.

II. The course of urology base units is the Medicare Resource-Based Relative Value Scale (RBRVS) Relative Value Work Units (wRVUs).

III. Contractor compensation by County for urology services provided pursuant to the call, clinic or surgery component of this Agreement will be paid $63.51 for each wRVU of service personally provided by Contractor pursuant to the terms of this Agreement. County will provide to Contractor, no later than the 15th day of each month, an accounting of all wRVU's provided by Contractor, as reflected in SMMC records, and other data necessary for Contractor to prepare invoices for services provided in the previous month.

In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid $500 per night for call as set forth in Exhibit A to this Agreement and for additional nights as determined and agreed in advance and in writing by the Chief of Urology, the Chief Medical Officer, or designee.

IV. Contractor shall be paid monthly. Such payments will be based on the total number of personally performed wRVUs, and call coverage in each month. Payment shall be made no later than the 30th of the month following the submission of an invoice, if invoices are timely received and properly prepared.

V. Total payment for services performed under this Agreement will not exceed TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000).

VI. The term of this Agreement is February 1, 2013 through January 31, 2014, as stated in Section 3.1 of the Agreement.

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

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

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

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

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

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

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

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

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

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance

of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

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

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

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

Chris Thiele

Name of Person/Entity (the "Undersigned")

Signature and Printed Name

1/28/13

Date

ATTACHMENT I

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

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

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

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

☒ a. Employs fewer than 15 persons.

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

_____
Name of 504 Person - Type or Print

Chris Threatt, MD
Name of Contractor(s) - Type or Print

2900 Whipple Ave., Suite 132
Street Address or P.O. Box

Redwood City, CA 94062
City, State, Zip Code

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

_____
Signature

VP Operations
Title of Authorized Official

1/28/12
Date

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources

Date: January 15, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Director, Human Resources Department
Scott Johnson, Risk Manager

Subject: Disposition of Claims Filed Against County

RECOMMENDATION:
Report recommending the denial of claims (Non-culpable)

BACKGROUND:
Under authority of section 2.10.070 of the Ordinance Code, the County Manager has designated the Director to process claims filed against the County. Further investigation may indicate justification for payment by the County. If so, payment will be made under the authority of the Risk Manager or will be brought back to the Board.

DISCUSSION:
The Risk Management Division has reviewed these claims and recommends that you take the following action.

Claim #	Claimant	Recommended Board	
	Claims recommended for denial:		
M12-026	Arroyo, Robert	9/8/12	Non-culpable
	Claimant alleges while at the San Mateo County jail, he was provided inadequate medical and mental health treatment.		
G11-094	Breiner, David	4/13/12	Non-culpable
	Claimant alleges he suffered and will continue to suffer loss of consortium derivative of the injuries to his wife from the Caltrain railroad accident.		

Claim #	Claimant	Recommended Board	
G12-018	Catlin, Mindy	11/9/12	Non-culpable
	Claimant alleges lost personal property upon her release from jail.		
G11-097	Dworkin, Michael	6/16/12	Non-culpable
	Claimant alleges damages due to an accident on his bicycle while riding on Twin Dolphin Drive in Redwood City.		
G11-092B	Fitzsimmons, Dan	6/18/12-6/30/12	Non-culpable
	Claimant alleges damages during his guardianship with San Mateo County.		
M12-021	Franco, Edgar	8/28/12	Non-culpable
	Claimant alleges damages due to being denied adequate medical care while at the San Mateo County jail.		
M12-020	Gavigan, Thomas	10/31/12	Non-culpable
	Claimant alleges lost personal property while a patient at the San Mateo Medical Center.		
G11-094B	Geaghan, Sharon	4/13/12	Non-culpable
	Claimant alleges personal injuries and damages due to the Caltrain railroad accident she was involved in with her daughter.		
G11-094C	Geaghan-Breiner, Meredith	4/13/12	Non-culpable
	Claimant, a minor, alleges injuries while a passenger in a car and being stopped on the Caltrain railroad tracks.		
M12-024	Parker, Luther J.	8/21/12	Non-culpable
	Claimant alleges he was denied adequate medical care while in custody at the San Mateo County jail.		
M12-027	Pulido, Sandra	12/11/12	Non-culpable
	Claimant alleges lost personal property while working at the Medical Records Department at the San Mateo Medical Center.		
G12-017	Sisneroz, Adolph	9/21/12	Non-culpable
	Claimant alleges damages for personal injuries due to performing construction work for schools in the districts of San Mateo County.		
G12-019	Sugar Ray Porter Jr. and Angela Baker	10/18/12	Non-culpable
	Claimants allege lost personal property upon being released from jail.		
M12-025	Vaka, Damien K.	10/6/12	Non-culpable
	Claimant alleges his medical treatment has been delayed, obstructed, and at times denied while incarcerated in the San Mateo County jail.		

Careful consideration of these claims contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring fair and equitable handling of all claims while conserving financial resources and protecting assets.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources

Date: January 7, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Human Resources Director

Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:
Adoption of an ordinance amending the salary ordinance to reflect the 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, previously introduced on February 12, 2013 and waiver of reading the ordinance in its entirety.

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

DISCUSSION:
The salary ordinance changes herein represent the:
- 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 70000 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 Administrative Assistant II – Confidential. 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**
Safe Neighborhoods					
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	
Healthy Community					
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	
Prosperous Community					
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
Livable Community					
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	
Environmentally Conscious Community					
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	
Collaborative Community					
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
Totals	**5104**	**5166**	**62**	**421**	
				8%	*Vacancy Rate*

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency

Date: February 11, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Accepting 2013 Community Services Block Grant (CSBG) Funds from the State Department of Community Services and Development

RECOMMENDATION:

Adopt a Resolution:
A) Authorizing a revenue Agreement with the State Department of Community Services and Development for the purpose of delivering Safety Net Services for the term of January 1, 2013 through December 31, 2013, in the amount of $115,345; and
B) Authorizing the Director of the Human Services Agency or the Director's designee to execute contract amendments in an amount up to $312,210.

BACKGROUND:

The State Department of Community Services and Development (CSD) awarded Community Services Block Grant (CSBG) funding for 2013 Safety Net Services through a new revenue Agreement, Agreement Number 13-F-3040. The amount of this revenue Agreement is $115,345, but CSD anticipates receiving additional federal funding for CSBG in the amount of $312,210, which will be awarded in the form of amendments, for a total anticipated amount of $427,555. The Human Services Agency (HSA) received the first CSBG funding on January 15, 2012, and anticipates this funding to be on-going.

DISCUSSION:

The CSBG program provides grants to local governments and non-profit agencies to assist eligible low-income households in attaining the skills, knowledge and motivation necessary to achieve self-sufficiency. The grant funding will provide a variety of antipoverty services such as housing assistance, utility assistance and other emergency needs that assist low-income households at risk of becoming homeless. Accepting the 2013 revenue Agreement with CSD will allow HSA to continue working with Samaritan House, the Service Coordinator for the CSBG administration, and the network of Core Services Agencies to deliver Safety Net Services without service interruption. This Agreement was delayed due to the timing the state requires to process Agreements.

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

Acceptance of this 2013 CSBG revenue Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing Safety Net Services such as rental and housing assistance, mortgage assistance, transportation, and emergency food assistance to low-income families and individuals of San Mateo County. This revenue Agreement will provide services to 360 low-income households residing in San Mateo County. It is anticipated the 88% of the eligible households will increase or maintain self-sufficiency for an additional 3 months.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Number of participants receiving Emergency Assistance (food, utility payments, rental and mortgage assistance, car repair assistance, shelter, transportation, referral services, and clothing)	N/A	360
Percent of participants receiving rental or mortgage assistance that maintain or increase self-sufficiency for 3 months or longer	N/A	88%

Services under this Agreement run by calendar year opposed to fiscal year.

FISCAL IMPACT:

The amount of revenue from this Agreement is $115,345. It is anticipated that CSD will amend the Agreement as they receive federal funding for an amount up to $312,210, for a grant total of $427,555. The term of this revenue Agreement is January 1, 2013 through December 31, 2013. This revenue Agreement is unanticipated revenue for FY 2012- 2013, and will be included in the FY 2013-2014 Recommended Budget. This unanticipated revenue will be used to fund Safety Net Services. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING: A) A REVENUE AGREEMENT WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT FOR THE PURPOSE OF DELIVERING SAFETY NET SERVICES FOR THE TERM OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2013, IN THE AMOUNT OF $115,345; AND B) THE DIRECTOR OF THE HUMAN SERVICES AGENCY OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS IN AN AMOUNT UP TO $312,210

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

WHEREAS, Community Services Block Grant (CSBG) program provides grants to local governments and non-profit agencies to assist eligible low-income households in attaining the skills, knowledge and motivation necessary to achieve self-sufficiency, and the grant funding will provide a variety of antipoverty services, such as housing assistance, utility assistance, and other emergency needs, that assist low-income households at risk of becoming homeless; and

WHEREAS, the Department of Community Services and Development has awarded the County a revenue Agreement in the amount of $115,345, with the term of January 1, 2013 through December 31, 2013; and

WHEREAS, it has been requested that this Board authorize the Director of the Human Services Agency or the Director's designee to accept and execute subsequent amendments on behalf of the County of San Mateo (Grant Number 13F-3040), in an amount up to $312,210; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

A. The President of this Board of Supervisors be, and is hereby, authorized and directed to execute said revenue Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

B. The Director of the Human Services Agency, or the Director's designee to execute contract amendments in an amount up to $312,210 on behalf of the County of San Mateo.

* * * * * *

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
P.O. Box 1947, Sacramento, CA 95812-1947
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

JOHN A. WAGNER
DIRECTOR

EDMUND G. BROWN JR.
GOVERNOR

December 13, 2012

2013 Community Services Block Grant Contract (CSBG)

To All Community Services Block Grant Contractors:

Enclosed is your agency's contract packet for the 2013 Community Services Block Grant Program. It includes a table of contents, and two complete copies of the contract (Std. 213 face sheet, exhibits, and attachments).

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ **Submit a governing board resolution with an original signature of your board's authorized representative.** The board's resolution must identify whom it has authorized to sign the 2013 CSBG contract and any amendments.

- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both Std. 213 face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. **Ensure that your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2013 CSBG contract and, if applicable, any amendments.

  The Std. 213, Standard Agreement must remain unchanged; CSD is not able to process contracts that have been changed by an agency. If you see the need to make changes to any part of the contract (including the contract's Std. 213 face sheet), please contact your Field Representative. Do not use correction fluid or tape.

☐ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.

Exhibit A **SCOPE OF WORK**
Exhibit B **BUDGET DETAIL AND PAYMENT PROVISIONS**
(ATTACHMENT I, CSBG FISCAL DATA (CSD 425.S, 425.1.1, 425.1.2, 425.1.3, 425 1.4)
(ATTACHMENT II, CSBG NPI WORKPLAN (CSD 801 W)
(ATTACHMENT III, 2013 CSBG CR ALLOCATION SPREADSHEET)
Exhibit C **GENERAL TERMS AND CONDITIONS (GTC)**
Exhibit D **SPECIAL TERMS AND CONDITIONS (STC)**
(ATTACHMENT I, EXECUTIVE DIRECTOR AND BOARD ROSTER)
(ATTACHMENT II, CSD SUPPLEMENTAL AUDIT GUIDE)
Exhibit E **ADDITIONAL PROVISIONS**
Exhibit F **DEFINITIONS**
Exhibit G **CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES** (signed by authorized representative as designated by the board resolution)

The following documents are also required with the 2013 contract submission.

☑ Submit one (1) copy with original signature of the attached Contractor Certification Clauses (CCC) 307 with the signed contract documents. The CCC 307 must be signed by the authorized representative designated by the board resolution. The CCC package contains clauses and conditions that apply to your agreement and to persons doing business with the State of California (see Exhibit D, STC, provision 2.A. CERTIFICATIONS). The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. The CCC 307 (Standard Contract Language) can be found online at: http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols.

☑ Submit one (1) completed copy of the attached Payee Data Record, Std. 204 with original signature along with the contract. The Department of Community Services and Development needs the Payee Data Record in order to enter into the State of California's payment system. In completing the Payee Data Record, please be sure to use your agency's full, legal name. The Std. 204 can be found online at: http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

☐ When you return the contract packet to CSD, please arrange all pages, including the Std. 213 face sheets, exhibits, and attachments in the same order in which you received them. Include your CCC 307, Std. 204, board resolution, insurance and fidelity bond documents at the top of the stack, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.

❒ Please return **both completed contract packets with the signed CCC 307 and Std. 204** within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be complete. Authorized persons must sign the board resolution, both face sheets, and applicable exhibits and attachments.

Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance. For questions regarding insurance coverage, you may contact Tamara Jones of my staff at (916) 576-4352.

If you have questions regarding the contracting process, you may contact Tamara Jones of my staff at (916) 576-4352. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,

Kimberley Petz
Manager, Contract Services Unit

KP:tj
Enclosures

Flex your POWER
Flex Your Power | Conserve Energy

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2013 COMMUNITY SERVICE BLOCK GRANT
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STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1 **INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.
NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print): San Mateo County Human Services Agency

SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.):

E-MAIL ADDRESS:

MAILING ADDRESS: 1 Davis

BUSINESS ADDRESS:

CITY, STATE, ZIP CODE: Belmont, CA 94002

CITY, STATE, ZIP CODE:

3 **PAYEE ENTITY TYPE**

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 94-6000532

- ☐ PARTNERSHIP
- ☐ ESTATE OR TRUST
- CORPORATION:
  - ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
  - ☐ LEGAL (e.g., attorney services)
  - ☐ EXEMPT (nonprofit)
  - ☐ ALL OTHERS
- ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: ___-___-____

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4 **PAYEE RESIDENCY STATUS**

- ☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.
- ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
  - ☐ No services performed in California.
  - ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5 I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print): Beverly Beasley Johnson

TITLE: Agency Director

SIGNATURE: Beverly Beasley Johnson

DATE: 1-17-13

TELEPHONE: (650) 802-7555

6 Please return completed form to:

Department/Office: Department of Community Services and Development

Unit/Section: Contract Services Unit

Mailing Address: P.O. Box 1947

City/State/Zip: Sacramento, CA 95812-1947

Telephone: (916) 576-5316 Fax: (916) 263-1402

E-mail Address: AChurchill@csd.ca.gov

CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
San Mateo County Human Services Agency	94-6000532
By (Authorized Signature)	
Beverly Beasley Johnson	
Printed Name and Title of Person Signing	
Beverly Beasley Johnson, Director	
Date Executed	*Executed in the County of*
1-17-13	San Mateo

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER	AMENDMENT NUMBER
13F-3040	0
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
Department of Community Services and Development

CONTRACTOR'S NAME
San Mateo County Human Services Agency

2. The term of this Agreement is: January 1, 2013 through December 31, 2013

3. The maximum amount of this Agreement is: $ 115,345.00

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

Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provisions
Attachment I, CSBG Fiscal Data
Attachment II, CSBG/National Performance Indicators (NPI) Workplan
Attachment III, CSBG CR Allocation Spreadsheet
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Attachment I, Executive Director and Board Roster
Attachment II, CSD Supplemental Audit Guide
Exhibit E - Additional Provisions
Exhibit F - Definitions
Exhibit G - Certification Regarding Lobbying, Disclosure of Lobbying Activities

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

CONTRACTOR	**CALIFORNIA Department of General Services Use Only**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **San Mateo County Human Services Agency**	
BY *(Authorized Signature)* ☞ / DATE SIGNED *(Do not type)*	**"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."**
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 400 Harbor Blvd. Bldg. B - Fiscal Department, Belmont, CA 94002	
STATE OF CALIFORNIA	
AGENCY NAME **Department of Community Services and Development**	
BY *(Authorized Signature)* ☞ / DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING **Jean Johnson, Deputy Director, Administrative Services**	
ADDRESS **2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833**	☐ Exempt per _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK:

1. COMPLIANCE

All services and activities are to be provided in accordance with all applicable federal and State laws and regulations as amended from time to time including, but not limited to, the following:

A. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
B. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB)

2. PROVISION FOR PROGRAM REQUIREMENTS

CSD shall provide Contractor with specific program requirements that shall be binding on the Contractor as a condition of the Contractor's participation in the CSBG program, and as a condition of receipt of funds under the program, provided that such additional requirements shall be issued by CSD in writing in the form of "CSD CSBG Program Guidance No. XX" posted at http://providers.csd.ca.gov/CSBG.

3. REQUIREMENTS, STANDARDS AND GUIDELINES

Federal law requires the State to establish fiscal control and fund accounting procedures and to ensure that the cost and accounting standards of the OMB apply to recipients of CSBG funds.

Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability.

To the extent that the federal requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 12725, et seq., or 22 CCR §§ 100601, et seq., or any specific provision of this Agreement, then that federal law, regulation, or provision shall apply instead:

EXHIBIT A
(Standard Agreement)

A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;

B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;

C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);

D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

EXHIBIT A
(Standard Agreement)

4. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

The Community Services Block Grant, Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

5. SERVICE AREA

The services shall be performed in the following service area:

San Mateo County

6. ADDRESSES

Send all correspondence to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Mailing Address:	Post Office Box 1947 Sacramento, CA 95812-1947
Address:	2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833
Phone:	(916) 576-7109
Fax:	(916) 263-1406

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. TERM AND AMOUNT OF AGREEMENT

As specified on the face sheet of this Agreement (Std. 213), the term of this Agreement is for one year and covers the period January 1, 2013 through December 31, 2013.

The Maximum Amount specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2013, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocations to the State for FFY 2013, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759.

2. BUDGET

A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425 1.1), CSBG Budget Support - Non Personnel Costs (CSD 425 1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425 1.3), and Budget Narrative (CSD 425 1.4)] attached to this Exhibit B. Pursuant to the instructions for CSD 425.S, Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425 1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

B. Contractor shall submit the CSD 425 1.4 (Budget Narrative) with a justification for each projected line item reported on the CSD 425 1.1 and CSD 425 1.2.

EXHIBIT B
(Standard Agreement)

C. Administrative Expenses

1) For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating funds of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

2) For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes dates of approval and amount of rate.

D. In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on a CSD 425b, Justification for Contract Amendment/Modification.

3. ADVANCE PAYMENTS

A. Upon execution of this Agreement or any Amendments thereto, CSD shall issue an advance payment to Contractor not to exceed one hundred percent (100%) of the Maximum Amount of this Agreement. In no case, however, shall the advance payment exceed twenty-five percent (25%) of the total consideration payable to Contractor per the final Amendment to this Agreement in accordance with CA Gov. Code §12781(b).

B. In the event the Maximum Amount of this Agreement is increased through subsequent amendments based on a notice of grant award for FFY 2013, a subsequent advance payment of the advance amount plus any previous advances already allowed shall not exceed twenty-five percent (25%) of the Total Estimated CR Allocation (for budgeting), as set forth in Exhibit B, Attachment III, per the final Amendment to this Agreement in accordance with CA Gov. Code §12781(b).

C. Agencies may begin repayment of advance funds immediately in the first reporting period. If an agency has not begun repayment of advance funds, CSD will initiate and pro-rate the repayment process of advanced funds beginning with the seventh monthly (or fourth bimonthly) reporting period of the contract term and ending with the twelfth month of the contract term.

EXHIBIT B
(Standard Agreement)

D. CSD will initiate repayment of outstanding advance payments whenever seventy-five percent (75%) of the contract allocation has been expended, or beginning with the seventh month (or fourth bimonthly) reporting period, whichever occurs first. As applicable to the funding contract term, CSD shall begin applying approved expenditures to the outstanding advance balance thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than this applied settlement formula, in which case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.

E. If the Contractor will not fully expend the full allocation on or before December 31, 2013, the Contractor must complete a CSD 425b, requesting a contract term extension, and submit it to CSD no later than forty-five (45) days prior to the end of the Agreement term.

4. BUDGET CONTINGENCIES

A. State Budget Contingency

1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the federal fiscal year 2013 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4) CSD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly/Bimonthly Fiscal Reports

1) Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.

2) Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG CAA Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the level of activity or amount of expenditure(s) in the preceding report period. For specific due dates, refer to the CSD provider web site at http://providers.csd.ca.gov/.

EXHIBIT B
(Standard Agreement)

B. Payments

CSD shall issue bimonthly/monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG CAA Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report interval.

Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the monthly/bimonthly reimbursement and activity reports. If Contractor owes CSD any outstanding balance(s) for overpayments of any Contract, current or previous, the balance(s) will be offset based on arrangements made with the Contractor.

C. Mid-Year Programmatic Report

1) The midyear programmatic reports cover the programmatic activities from January 1, 2013, through June 30, 2013. Contractor shall complete and submit to CSD the midyear CSBG/NPI Programs Report (CSD 801) and the Client Characteristic Report (CSD 295).

2) The midyear CSBG/NPI Programs Report (CSD 801) and Client Characteristic Report (CSD 295) shall be submitted via e-mail no later than July 20, 2013, to CSBGReports@csd.ca.gov.

D. Annual Programmatic Reports

1) The annual programmatic reports cover the programmatic activities from January 1, 2013, through December 31, 2013. Contractor shall complete and submit to CSD the CSBG/NPI Programs Report (**CSD 801**) and Client Characteristic Report (CSD 295).

2) The annual programmatic CSBG/NPI Programs Report (**CSD 801**) and Client Characteristic Report (CSD 295) shall be submitted via e-mail no later than January 20, 2014, to CSBGReports@csd.ca.gov.

E. Community Services Block Grant Information Survey (CSBG/IS)

1) The CSBG/IS covers the period of January 1, 2013, through December 31, 2013. Contractor shall complete and submit to CSD annually: CSBG Fiscal Data—Other Funds (CSD 425.OF), CSBG Fiscal Data—Other Resources (CSD 425.OR), and CSBG Program and Management Accomplishments (CSD 090).

2) The CSBG/IS shall be submitted via e-mail no later than March 1, 2014, to: CSBGIS@csd.ca.gov.

EXHIBIT B
(Standard Agreement)

F. Community Action Plan

Contractor shall submit to CSD a Community Action Plan for CSBG Contract Years 2014 and 2015 no later than June 30, 2013.

G. Close-Out Report

Contractor shall submit all of the appropriate CSD closeout forms within ninety (90) calendar days after the expiration date of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the closeout report by CSD.

1) The closeout report shall include the following forms: CSBG Contract Closeout Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest version of the closeout forms is available on the Provider's Website at **http://providers.csd.ca.gov/**.

2) Final expenditures must be submitted by entry onto EARS.

3) All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.

4) Subsequent payments for CSBG expenditures and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

H. Transparency Act Reporting

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not entities required by the IRS to file annually a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling $25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.

EXHIBIT B
(Standard Agreement)

6. SCHEDULE OF ATTACHMENTS

The following attachments to this exhibit are hereby attached and incorporated by this reference:

A. Attachment I

Concurrent with the submission of this Agreement, Contractor shall complete and submit to CSD a description of projected spending for the term of this Agreement on the following forms, known as the CSBG Fiscal Data Series, which shall be attached to this Exhibit B as Attachment I:

CSBG Contract Budget (Summary)	CSD 425.S
Budget Support (Personnel)	CSD 425.1.1
Budget Support (Non Personnel)	CSD 425.1.2
Budget Support (Other Agency Operating Funds)	CSD 425.1.3
Budget Narrative	CSD 425.1.4

B. Attachment II

Contractor shall also complete and submit to CSD the CSD 801(W), which shall reflect a description of projections for the 2013 Contract Year, and which shall be attached to this Exhibit B as Attachment II. This information will be used to monitor the outcome of the identified National Performance Indicators relevant to Contractor's programs, activities, problem statement, and delivery strategies.

C. Attachment III

This spreadsheet details the allocation of the Contract Year 2013 CSBG award and the available advances.

7. FORMS

The latest version of all forms identified in and/or required by this Agreement are available on the Provider's Website at http://providers.csd.ca.gov/.

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

CSBG Contract Budget (Summary)	CSD 425 S
Budget Support (Personnel Costs)	CSD 425 1.1
Budget Support (Non-Personnel Costs)	CSD 425 1.2
Budget Support (Other Agency Operating Funds)	CSD 425 1.3
Budget Narrative	CSD 425 1.4

ATTACHMENT I

General Guide for Budget Preparation

Use this guide to assist with completing the Budget Summary (425 S), Personnel (425 1.1), Non Personnel (425 1.2), Other Agency Operating Funds (425 1.3), and Budget Narrative (425 1.4).

Administrative Costs

Administrative costs consist of expenses directly related to functions that do not directly support a specific program or service. Administrative costs relate to the general management of the agency such as executive director functions, accounting, budgeting, personnel and legal services.

Program Costs

Program costs relate directly to the operation of the program services or activities intended to achieve the program goal(s). Direct program costs include items such as salaries and benefits of program staff, equipment, training, conferences and subcontractor services needed to meet the program goal(s).

CSBG Contract Budget (425 S)

Each summary line item on the CSBG Contract Budget Summary (425 S) for Administrative (Section 10) and Program costs (Section 20) must match the totals listed on the Personnel (425 1.1), Non Personnel (425 1.2), and the Other Agency Operating Funds (425 1.3) budget support forms.

Select the applicable reimbursement option either bimonthly or monthly. This option cannot be change and will be in effect throughout the term of the agreement.

CSBG Budget Support – Personnel Costs (425 1.1)

Salaries and Wages

Include all costs for permanent or temporary staff including regular and overtime pay. Administrative positions may include executive director, accounting, personnel, or positions that relate to the general management of the agency.

Program positions may include program staff and managers or positions related to the direct program services or activities.

Fringe Benefits

Include costs in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment, workers' compensation, disability insurance, sick leave and accrued vacation.

ATTACHMENT I

CSBG Budget Support –Non Personnel Cost (425 1.2)

Operating Expenses

Include the cost related to carrying out an organization's day-to-day activities such as (but not limited to) building rent/lease, utilities, office supplies, consumable supplies, printing, phone, internet, staff training, membership dues, postage, and in-state travel costs.

Note: Consumable supplies are defined as any article costing less than $5,000 per unit and have a useful life of less than one year such as printer toner, paper goods, cleaning supplies, etc.

Equipment

Equipment is defined as nonexpendable, tangible personal property having a unit cost exceeding $5,000 and a useful life of more than one year (i.e., vehicle, printer).

Note: The listed equipment items must comply with the applicable procurement policies and procedures refer to CSD Program Notice (CPN) Administrative A-12-01.

Out of State Travel

Out of state travel must include expenses incurred specifically to carry out the award. Travel costs are the expenses for transportation, lodging, subsistence and related items incurred by staff traveling on official business for the agency.

Contract/Consultant Services (Administrative Cost Only)

Agreement with a contractor to perform services such as payroll, auditor, consultant, legal services, janitorial, or landscape services to support the agency.

A consultant is a professional or subject matter expert who advises the organization on strategies (i.e., strategic planning, board recruitment, staff training)to fulfill its administrative functions.

Subcontractor/Consultant Services (Program Cost Only)

Agreement with a subcontractor to perform part or all of the program services or activities directly related to meeting the program goals.

A consultant is a professional or subject matter expert who provides a specific program related service or activity (i.e., train clients on income management) to meet the program goals.

Other Costs

Include costs that do not fit in the above line items such as indirect costs, and costs directly benefitting the client such as food and housing vouchers, blankets, clothing, etc.

Note: The indirect cost rate is defined as the dollar value of the negotiated federal rate and the entire amount can be claimed as long as it is not reimbursed by another funding source. A copy

ATTACHMENT I

of the approval letter from the cognizant agency, which includes the date of the approval and amount of rate, must be submitted with the budget.

Unallowable costs

Unallowable costs include, but are not limited to:

- Alcoholic Beverages
- Bad debts, including any related collection and legal costs
- Charitable contributions and donations by the organization to others
- Contingency reserves
- Entertainment costs, unless associated with employee morale or meetings related to a specific cost objective
- Fines and penalties resulting from violations by the organization or employees of Federal, State and Local laws and regulations
- Fund-raising costs incurred solely to raise capital or obtain contributions
- Goods and services for personal use of employees
- Idle facilities, unless necessary due to fluctuations in workload
- Insurance of lives of trustees, officers or employees when the organization is a beneficiary
- Lobbying costs as identified in OMB circular A-122

Other Agency Operating Funds (425 1.3)

The other agency operating funds is a detailed list of funding source(s) and amounts funded by each source and used to support the CSBG program administered by the tripartite board. For public entities, all funds under the administration of the advisory or administrative tripartite board should be considered as community action program operating funds.

Budget Narrative (425 1.4)

The budget narrative is a detailed written description which supports each projected budget line item reported in 425 1.1 and 425 1.2. The budget narrative is required and must be submitted with the budget.

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Contract Budget Summary
CSD 425.S (Rev.10/12)

Expenditure Reporting:
☐ Bi-Monthly
☐ Monthly

ATTACHMENT I
CSBG CONTRACT BUDGET SUMMARY

Contractor Name:	Human Services Agency County of San mateo	Contract Number:	13F-3040	Contract Amount:	$427,555
Prepared By:	Ali Shirkhani	Contract Term:	1/1/13 - 12/31/13	Amendment #:	
Telephone #:	650-802-7675	Fax Number:	650-596-3478		
Date:		E-mail Address:	ashirkhani@smchsa.org		

SECTION 10: ADMINISTRATIVE COSTS

	Line Item	CSBG Funds (rounded to the nearest doll
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	$6,000
7	Other Costs	$5,000
	Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG allocation in Section 80)	$11,000

SECTION 20: PROGRAM COSTS

	Line Item	CSBG Funds (rounded to the nearest doll
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor/Consultant Services	$416,555
7	Other Costs	
	Subtotal Section 20: Program Costs	$416,555
SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)		$427,555
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG		
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)		$427,555
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)		3%

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Personnel Costs
CSD 425.1.1 (Rev. 10/12)

Date

ATTACHMENT I

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name:	Human Services Agency County of San mateo		Contract Number: 13F-3040	Contract Amount: $427,555	
Prepared By:	Ali Shirkhani		Contract Term: 1/1/13 - 12/31/13		Amendment #:
Telephone #:	650-802-7675	Fax #: 650-596-3478	E-mail Address:	ashirkhani@smchsa.org	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position
Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)					

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)			

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Non Personnel Costs
CSD 425.1.2 (Rev. 10/12)

ATTACHMENT I
CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Human Services Agency County of San mateo	Contract Number: 13F-3040	Contract Amount: $427,555
Prepared By: Ali Shirkhani	Contract Term: 1/1/13 - 12/31/13	Amendment #:
Telephone #: 650-802-7675	Fax Number: 650-596-3478	
Date:	E-mail Address: ashirkhani@smchsa.org	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	**CSBG**	
	Section 10 Administrative Costs	**Section 20 Program Costs**
List all Operating Expenses	3 *sum should equal total on line item 3 of CSD 425.S Budget Summary form*	3 *sum should equal total on line item 3 of CSD 425.S Budget Summary form*
List all Equipment Purchases	4 *sum should equal total on line item 4 of CSD 425.S Budget Summary form*	4 *sum should equal total on line item 4 of CSD 425.S Budget Summary form*
List all Out-of-State Travel:*Name of conference; Specify location; Cost per trip*	5 *sum should equal total on line item 5 of CSD 425.S Budget Summary form*	5 *sum should equal total on line item 5 of CSD 425.S Budget Summary form*
List all Contract/Consultant Services We will contract with Kate Bristol Consulting to develop action plan, needs assessment, strategic planning, community meetings, and participation in the CAA quarterly meetings.	6 *sum should equal total on line item 6 of CSD 425.S Budget Summary form* $6,000	
List all Subcontractor/Consultant Services Contract with Samaritan House (non-profit agency) for service delivery (please see budget narrative)		6 *sum should equal total on line item 6 of CSD 425.S Budget Summary form* $416,555
Other Costs - List each line item (i - iv): *Any additional Other Costs (attach additional sheet if necessary):*	**Section 10 Administrative Costs**	**Section 20 Program Cost**
i Copie, forms, sub-contractor monitoring and reporting, contractor site visits, bi-monthly meeting with contractor, milage, meeting room reservation costs.	$5,000	
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 *sum should equal total on line item 7 of CSD 425.S Budget Summary form* $5,000	7 *sum should equal total on line item 7 of CSD 425.S Budget Summary form*

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Other Agency Operating Funds
CSD 425 1.3 (10/12)

ATTACHMENT I

CSBG Budget Support -- Other Agency Operating Funds

Contractor Name:	Human Services Agency County of San m	Contract Number:	13F-3040	Contract Amount:	$427,555
Prepared By:	Ali Shirkhani	Contract Term:	1/1/13 - 12/31/13	Amendment #:	
Telephone #:	650-802-7675	Fax Number:	650-596-3478		
Date:		E-mail Address:	ashirkhani@smchsa.org		

Funding Source (DO NOT ABBREVIATE)	Funding Amount

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Budget Support -- Other Agency Operating Funds
CSD 425 1.3 (10/12)

ATTACHMENT I

CSBG Budget Support -- Other Agency Operating Funds

Contractor Name:	Human Services Agency County of San m	Contract Number:	13F-3040	Contract Amount:	$427,555
Prepared By:	Ali Shirkhani	Contract Term:	1/1/13 - 12/31/13	Amendment #:	
Telephone #:	650-802-7675	Fax Number:	650-596-3478		
Date:		E-mail Address:	ashirkhani@smchsa.org		

Funding Source (DO NOT ABBREVIATE)	Funding Amount

ATTACHMENT I
CSBG CONTRACT BUDGET NARRATIVE

Contractor Name:	Contract Number:	Contract Amount:	Date:
Human Services Agency - San Mateo County	13F-3040	$427,555	
Prepared By:	Contract Term:	Amendment Number:	
Ali Shirkhani	1/1/13-1/31/13		
Telephone Number:	Fax Number:	E-mail Address:	
650-802-7675	650-596-3478	ashirkhani@smchsa.org	

Title - Section 10	Amount	Justification / Description
Consulting Contract with Kate Bristol Consulting	$6,000	Prepare Action Plan and needs assessment. Prepare materials and support for The Community Action Agency Board. Develop materials for Public. Conduct Community Outreach and staff training meetings. Develop strategic planning.
Other Cost	$5,000	Cost of meetings, conferences, community training, mileage/travel (all local), copy, contract monitoring. data entry, meeting with contractor, .
Title - Section 20	Amount	Justification / Description
Contract with Samaritan House for Service Delivery	$416,555	Provide reliable access to transportation to program participants (; Provide funding for safe and affordable housing expenses (including rental assistance and security deposit/moving cost) to eligible clients ; Collaborate with San Mateo County Agencies (non-profit and County agencies) to assist referred clients and connect them to necessary service and benefits ; Provide assistance to vulnerable population (especially Senior Citizens and disabled clients) of San Mateo County with limited income to meet their basic needs; Provide emergency assistance (food, utility payment, emergency mortgage or rent, car or home repair, temporary shelter, transportation, and clothing) to low income clients (especially vulnerable population) to achieve self sufficiency ; Support referred low income and vulnerable population with services such as; food boxes, clothing and information & referral .
TOTAL	$427,555	

ATTACHMENT I
CSBG CONTRACT BUDGET NARRATIVE

Contractors' Information

A) Contact Person:
Kate Bristol Consulting
4025 Webster St.,
Oakland, CA 94609

Contact Person:
Kate Bristol
Phone 510-465-2650

B) Samaritan House
4031 Pacific Blvd.,
San Mateo, CA 94403

Contact Person:
Jolie Bou
Phone 650-523-0810

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/NPI WORKPLAN CSD 801 W

ATTACHMENT II

CSBG/NPI Workplan Instructions

Purpose

The CSBG/NPI Work Plan (CSD 801 W) must be completed and returned annually with the contract. The CSD 801 W establishes performance expectations and goals for the contract term.

Suggested Tools

When projecting data for the contract term, use the suggested tools below as a guide:

- Review your Community Action Plan (CAP)
- Review prior year annual CSD/NPI Programs (CSD 801) report
- National Performance Indicators (NPI) Instruction Manual*
- The Targeting Field Manual*

*documents accessible on the CSD's Providers' website on the Forms page

Workplan Format

The CSD 801 W consists of orange tabs within the excel workbook, Complete the applicable work plan Goals 1 - 6 and return with the contract. There are six goals and under each goal is a list of indicators, problem statement, program activites and delivery strategies that pertain to that goal.

- The first orange tab is the Workplan Instructions
- The subsequent orange tabs are the Workplan Goals 1 through 6.

Note: The green tabs will be used later in the contract term when reporting the progress on achieving goals during the mid-year (January – June) and annual (January – December) reporting periods.

Completing the NPI Workplan

- On the "Goal 1 Workplan" tab enter the contract number, contractor's name, contact person and title, phone number, e-mail address and fax number. This information will only need to be provided once. The data will automatically populate into all other tabs from the "Goal 1" tab.
- Project the number of participants expected to achieve the performance indicator(s) identified in Goals 1 – 6 that represents the outcome(s) of the planned program activities during the contract term. If the indicator does not apply to the planned program activities leave the cell blank.

CSBG/NPI Workplan Instructions, Con't

- **Problem Statement:** In this section clearly and thoroughly describe the problems facing low-income individuals in the community as it relates to achieving each goal. This information should be detailed and include the following:
  - What is the problem?
  - What is the cause of the problem?
  - Who is affected?
  - Location of those affected?
- **Program Activities and Delivery Strategies**: In this section, provide a detailed description of the planned program activities to be undertaken in order to alleviate the barriers identified in the problem statement.
- **Number of Participants Expected to Achieve Outcome in Reporting Period:** This column will be filled out on the CSD 801 W for Goals 1 through 6. Provide the number of participants expected to achieve the goat at the mid-year and annual reporting periods for each indicator. The workplan numbers will automatically populate into the reporting (green) tabs for Goals 1 through 6.

Note: ALL DATA FIGURES should be NUMERICAL. Do not use percentages, fractions, abbreviations or alpha text.

Sample NPI Workplan

Goal 1: Low-income people become more self-sufficient

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Young women and men in Sacramento County have a difficult time finding gainful employment due to a lack of skills and education. When employed, this population commonly is employed in minimum wage jobs that do not provide health benefits.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
The Youth into Jobs program will provide job search and resume assitance in the Young People to Work Program. This program will track individuals in the program to ensure they are in employment that will be maintained and increase their wages.

National Performance Indicator 1.1 Employment The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
A. Unemployed and obtained a job	Mid-Year	5
	Annual	10
B. Employed and maintained a job for a least 90 days	Mid-Year	
	Annual	
C. Employed and obtained an increase in employment income and/or benefits	Mid-Year	20
	Annual	40
D. Achieved "living wage" employment and/or benefits	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.		
	Mid-Year	
	Annual	

State of California
Department of Community Services and Development
CSBG/NPI Workplan
CSD 801 W (Rev.11/11)

Contract No. **13F-3040**

CSBG/NPI Workplan

Contractor Name:	Human Services Agency - County of San Mateo		
Contact Person and Title:	Wendy Goldberg., Manage., Center on Homelessness		
Phone Number:	650-802-3378	Ext. Number	
E-mail Address:	wgoldberg@smchsa.org	Fax Number:	650-596-3478

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.1 **Employment** The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**
A. Unemployed and obtained a job	Mid-Year	
	Annual	
B. Employed and maintained a job for a least 90 days	Mid-Year	
	Annual	
C. Employed and obtained an increase in employment income **and/or benefits**	Mid-Year	
	Annual	
D. Achieved "living wage" employment and/or benefits	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

	Mid-Year	
	Annual	

ATTACHMENT II

Contract No. **13F-3040**

CSBG/NPI Workplan

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)
San Mateo County is characterized by extraordinarily high housing costs, which escalated dramatically in the late 1990's and early 2000's due to burgeoning job growth in the high-tech sector. Despite the collapse of the housing market nationally and the ongoing recession, San Mateo County home prices and rents remain among the highest in the San Francisco Bay Area. The median home sales price in the quarter ending June 2011 was $759,572. Market rent for a typical two-bedroom apartment was $1,838 or $22,000 per year, which is out of reach for the thousands of households earning $25,000 or less. The unemployment rate in San Mateo County rose from 3.9% in September 2007 to a peak of 9.8% in January and currently sits at 9.3%.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
Rental assistance and deposit/moving cost assistance. Emergency financial assistance for car repairs and transportation vouchers. San Mateo County has established 8 Core Services Agencies throughout the County to deliver Safety Net Services to vulnerable population residing in the County. Those agencies are point of entry for San Mateo County residence to receive most needed services. The Core Services Agencies will be utilized to deliver the services.

National Performance Indicator 1.2 **Employment Supports** The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**
A. Obtained skills/competencies required for employment	Mid-Year	
	Annual	
B. Completed ABE/GED and received certificate or diploma	Mid-Year	
	Annual	
C. Completed post-secondary education program and obtained certificate or diploma	Mid-Year	
	Annual	
D. Enrolled children in "before" or "after" school programs	Mid-Year	
	Annual	
E. Obtained care for child or other dependant	Mid-Year	
	Annual	
F. Obtained access to reliable transportation and/or driver's license	Mid-Year	4
	Annual	7
G. Obtained health care services for themselves or a family member	Mid-Year	
	Annual	
H. Obtained safe and affordable housing	Mid-Year	86
	Annual	172
I. Obtained food assistance	Mid-Year	
	Annual	
J. Obtained non-emergency LIHEAP energy assistance	Mid-Year	
	Annual	
K. Obtained non-emergency WX energy assistance	Mid-Year	
	Annual	
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Although many clients access public benefits such as subsidized food, child care and programs designed as emergency assistance, many earn "too little" to cover many of the "emergency" costs out of pocket, such as car repair, medical emergencies or sudden loss of income. They are asset poor, meaning they lack savings or reserves to cover at least three months of living expenses, and cannot afford these emergency costs out of pocket. Consequently, many fall behind in payments and suffer credit blemishes that ultimately impact their ability to be self-sustaining.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
In addition to providing free tax preparation services, clients will have access to financial education such as the IDA program that includes tangible incentives to encourage families to build and preserve their assets, access to affordable financial products and services, and financial coaching aimed at increasing income, building savings, and gaining and sustaining assets so that individuals and families can move along a path towards greater economic security.

National Performance Indicator 1.3 **Economic Asset Enhancement and Utilization** The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**
A. ENHANCEMENT		
1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits.	Mid-Year	7
	Annual	15
2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.	Mid-Year	
	Annual	
3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.	Mid-Year	
	Annual	
B. UTILIZATION		
1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days	Mid-Year	12
	Annual	25
2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account	Mid-Year	3
	Annual	6
3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings	Mid-Year	
	Annual	
4. Of participants in a Community Action assets development program (IDA and others):		
a. Number and percent of participants capitalizing a small business due to accumulated savings	Mid-Year	
	Annual	
b. Number and percent of participants pursuing post-secondary education with accumulated savings	Mid-Year	
	Annual	
c. Number and percent of participants purchasing a home with accumulated savings	Mid-Year	
	Annual	
d. Number and percent of participants purchasing other assets with accumulated savings	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.		
	Mid-Year	
	Annual	

ATTACHMENT II

Contract No. **13F-3040**

CSBG/NPI Workplan

Contractor Name: Human Services Agency - County of San Mateo
Contact Person and Title: Wendy Goldberg., Manage., Center on Homelessness
Phone Number: 650-802-3378 Ext. Number:
E-mail Address: wgoldberg@smchsa.org Fax Number: 650-596-3478

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.1 **Community Improvement and Revitalization** Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Projects or Initiatives Expected to Achieve in Reporting Period (#)**
A. Jobs created, or saved, from reduction or elimination in the community.	Mid-Year	
	Annual	
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community.	Mid-Year	
	Annual	
C. Safe and affordable housing units created in the community	Mid-Year	
	Annual	
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization, or rehabilitation achieved by community action activity or	Mid-Year	
	Annual	
E. Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination	Mid-Year	
	Annual	
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	
	Annual	
G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	
	Annual	
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.	Mid-Year	
	Annual	
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.

	Mid-Year	
	Annual	

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Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2 **Community Quality of Life and Assets** The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Program Initiatives or Advocacy Efforts Expected to Achieve in Reporting Period (#)**
A. Increases in community assets as a result of a change in law, regulation, or policy, which results in improvements in quality of life and assets	Mid-Year	
	Annual	
B. Increase in the availability or preservation of community facilities	Mid-Year	
	Annual	
C. Increase in the availability or preservation of community services to improve public health and safety	Mid-Year	
	Annual	
D. Increase in the availability or preservation of commercial services within low-income neighborhoods	Mid-Year	
	Annual	
E. Increase or preservation of neighborhood quality-of-life resources	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The resources of the CORE agencies are being stretched like never before as we continue to see a decrease in financial resources available to meet the growing demand for the variety and scope of the vital services that are offered. To maintain capacity while meeting the growing challenges, we rely heavily on the skills and expertise of our robust volunteer base to extend our resources so we can continue to deliver services at a relatively low cost per client.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The volunteers provide an impressive range of activities from the more general daily tasks such as manual, clerical and administrative duties to support the core functions of the agencies, to the more specialized tasks such as volunteer tax preparers, financial advisors, legal advocates and medical practitioners. Volunteering opportunities in our community also create pathways for people to return to work by rebuilding the skills, confidence, career and employment opportunities for individuals who are under and unemployed, or retired. It also helps the volunteers gain a better understanding of other communities and socio-economic groups that they might not otherwise interact with on a regular basis.

National Performance Indicator 2.3 **Community Engagement** The number of community members working with Community Action to improve conditions in the community.	**Reporting Period**	**WORKPLAN** **Number of Total Contribution by Community Expected to Achieve in Reporting Period (#)**
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	Mid-Year	
	Annual	
B. Number of volunteer hours donated to the agency (This will be All volunteer hours)	Mid-Year	13,500
	Annual	27,000
In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.		
	Mid-Year	
	Annual	

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Goal 2: The conditions in which low-income people live are improved.

NPI 2.4: Employment Growth from ARRA Funds

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.4 **Employment Growth from ARRA Funds** The total number of jobs created or saved, at least in part by ARRA Funds, in the community.	**Reporting Period**	**WORKPLAN** **Number of Jobs Expected to Achieve in Reporting Period (#)**
A. Jobs created at least in part by ARRA funds	Mid-Year	
	Annual	
B. Jobs saved at least in part by ARRA funds	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 2.4 that were not captured above.		
	Mid-Year	
	Annual	

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Contractor Name:	Human Services Agency - County of San Mateo		
Contact Person and Title:	Wendy Goldberg., Manage., Center on Homelessness		
Phone Number:	650-802-3378	Ext. Number:	
E-mail Address:	wgoldberg@smchsa.org	Fax Number:	650-596-3478

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.1 **Community Enhancement Through Maximum Feasible Participation** The number of volunteer hours donated to Community Action.	**Reporting Period**	**WORKPLAN** **Total Number of Volunteer Hours Expected to Achieve in Reporting Period (#)**
The total number of volunteer hours donated by low-income individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.		
	Mid-Year	
	Annual	

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Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.2 **Community Empowerment Through Maximum Feasible Participation** The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Low-Income People Expected to Achieve in Reporting Period (#)**
A. Number of low-income people participating in formal community organizations, government, boards, or councils that provide input to decision making and policy setting through community	Mid-Year	
	Annual	
B. Number of low-income people acquiring businesses in their community as a result of community action assistance	Mid-Year	
	Annual	
C. Number of low-income people purchasing their own home in their community as a result of community action assistance	Mid-Year	
	Annual	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.		
	Mid-Year	
	Annual	

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Contact Person and Title:	Wendy Goldberg., Manage., Center on Homelessness
Phone Number:	650-802-3378 Ext. Number
E-mail Address:	wgoldberg@smchsa.org Fax Number 650-596-3478

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Located between San Francisco and Santa Clara counties on the San Francisco Bay, San Mateo County covers 449.07 square miles. It is the 13th largest county in California with a population of 718,451 According the most recent 2010 U.S. federal census data, San Mateo County is one of the most ethnically diverse communities in the nation: 42.3 percent of County residents are Caucasian, 25.4 percent are Hispanic, 26.2 percent Asian/Pacific Islander, 2.8 percent African American and 3.3 percent are other

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
San Mateo County has established the Core Service Agency Network (CSN) for the purpose of meeting the basic needs of low income community members for anti-poverty services, standardize the delivery of safety-net services, and create a collaborative organizational structure for safety-net service providers alongside many others non-profit partners. Together they are engaged in service delivery to the County's needy poulation.

National Performance Indicator 4.1 **Expanding Opportunities Through Community-Wide Partnerships** The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	**Reporting Period**	**WORKPLAN** **Number of Organizational Partnerships Expected to Achieve in Reporting Period (#)**
A. Non-Profit	Mid-Year	18
	Annual	18
B. Faith Based	Mid-Year	
	Annual	
C. Local Government	Mid-Year	1
	Annual	1
D. State Government	Mid-Year	
	Annual	
E. Federal Government	Mid-Year	
	Annual	
F. For-Profit Business or Corporation	Mid-Year	
	Annual	
G. Consortiums/Collaboration	Mid-Year	
	Annual	
H. Housing Consortiums/Collaboration	Mid-Year	
	Annual	
I. School Districts	Mid-Year	
	Annual	
J. Institutions of post secondary education/training	Mid-Year	
	Annual	
K. Financial/Banking Institutions	Mid-Year	
	Annual	
L. Health Service Institutions	Mid-Year	
	Annual	
M. State wide associations or collaborations	Mid-Year	
	Annual	

In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.

	Mid-Year	
	Annual	

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Phone Number:	650-802-3378	Ext. Number:	
E-mail Address:	wgoldberg@smchsa.org	Fax Number:	650-596-3478

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Agency Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.

National Performance Indicator 5.1 **Agency Development** The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Resources in Agency Expected to Achieve in Reporting Period (#)**
A. Number of Certified Community Action Professionals	Mid-Year	
	Annual	
B. Number of ROMA Trainers	Mid-Year	
	Annual	
C. Number of Family Development Trainers	Mid-Year	
	Annual	
D. Number of Child Development Trainers	Mid-Year	
	Annual	
E. Number of staff attending trainings	Mid-Year	
	Annual	
F. Number of board members attending trainings	Mid-Year	
	Annual	
G. Hours of staff in trainings	Mid-Year	
	Annual	
H. Hours of board members in trainings	Mid-Year	
	Annual	
In the rows below, please include any additional indicators that were not captured above.		
	Mid-Year	
	Annual	

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Contact Person and Title:	Wendy Goldberg., Manage., Center on Homelessness		
Phone Number:	650-802-3378	Ext. Number:	
E-mail Address:	wgoldberg@smchsa.org	Fax Number:	650-596-3478

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Assisting vulnerable population (senior and disabled individuals) who have limited access to meet their basic needs.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
The program activities are targeted to homelessness prevention of individuals and families, including vulnerable populations. Eight community based organizations (Core Services Agencies/CSA), each covering a specific region in the County, provide a point of entry for low-income folks seeking assistance. Each client is assessed for eligibility and needs. Services provided within the scope of this funding are: Homelessness prevention and emergency assistance (e.g., food, rental assistance, shelter, clothing, move-in costs, hotel vouchers, transportation (bus vouchers/passes) temporary household goods, utility payments, security/utility deposits, car repair). In addition CSAs provide 1) Access to eligible services (housing, food, transportation, and health and; 2) Improve the ability of individuals and families to successfully navigate through systems in order to receive services; 3) Serve permanently vulnerable populations and their families

National Performance Indicator 6.1 **Independent Living** The number of vulnerable individuals receiving services from community action who maintain an independent living situation as a result of those services:	**Reporting Period**	**WORKPLAN** **Number of Vulnerable Individuals Living Independently Expected to Achieve in Reporting Period (#)**
A. Senior Citizens (*seniors can be reported twice, once under Senior Citizens and again, if they are disabled, under Individuals with Disabilities, ages 55-over.*)	Mid-Year	27
	Annual	54
B. Individuals with Disabilities	Mid-Year	35
	Annual	70
Ages: a. 0-17	Mid-Year	1
	Annual	1
b. 18-54	Mid-Year	25
	Annual	50
c. 55-over	Mid-Year	10
	Annual	19

In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Median household income in San Mateo County is $82,748, significantly higher than the state-wide median of $57,708. However, while overall county income is relatively high, many people are not faring well: • 31,891 (12.4%) of San Mateo County households earn less than $25,000 per year. Of these, 12,567 (39%) are families with children.• There are 67,300 (26.1%) households living on fixed income (Social Security Income) who earn a mean income of just $17,256 per year. Of these 9,730 (3.8%) have a mean income of only $9,151 per year.
• 6.8% of all San Mateo County residents (4.4% of households) are living below the federal poverty line ($22,350 for a family of four).

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
Eight community based organizations (Core Services Agencies/CSA), each covering a specific region in the County, provide a point of entry for low-income folks seeking assistance. Each client is assessed for eligibility and needs. Services provided within the scope of this funding are: Homelessness prevention and emergency assistance (e.g., food, rental assistance, shelter, clothing, move-in costs, hotel vouchers, transportation (bus vouchers/passes) temporary household goods, utility payments, security/utility deposits, car repair). Financial assistance requests are submitted by the 8 community based organizations (CSA) to the lead agency, Samaritan House, who will process payments directly to the third party vendor on behalf of the clients.

National Performance Indicator 6.2 **Emergency Assistance** The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided.	**Reporting Period**	**WORKPLAN** **Number of Individuals Expected to Achieve in Reporting Period (#)**
A. Emergency Food	Mid-Year	50
	Annual	101
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	Mid-Year	82
	Annual	165
C. Emergency Rent or Mortgage Assistance	Mid-Year	223
	Annual	446
D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)	Mid-Year	1
	Annual	1
E. Emergency Temporary Shelter	Mid-Year	19
	Annual	38
F. Emergency Medical Care	Mid-Year	
	Annual	
G. Emergency Protection from Violence	Mid-Year	
	Annual	
H. Emergency Legal Assistance	Mid-Year	
	Annual	
I. Emergency Transportation	Mid-Year	8
	Annual	17
J Emergency Disaster Relief	Mid-Year	
	Annual	
K Emergency Clothing	Mid-Year	16
	Annual	32

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

	Mid-Year	
	Annual	

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Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.3 **Child and Family Development** The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**
A. INFANTS & CHILDREN		
1. Infants and children obtain age appropriate immunizations, medical, and dental care	Mid-Year	
	Annual	
2. Infant and child health and physical development are improved as a result of adequate nutrition	Mid-Year	
	Annual	
3. Children participate in pre-school activities to develop school readiness skills	Mid-Year	
	Annual	
4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	Mid-Year	
	Annual	
B. YOUTH		
1. Youth improve health and physical development	Mid-Year	
	Annual	
2. Youth improve social/emotional development	Mid-Year	
	Annual	
3. Youth avoid risk-taking behavior for a defined period of time	Mid-Year	
	Annual	
4. Youth have reduced involvement with criminal justice system	Mid-Year	
	Annual	
5. Youth increase academic, athletic, or social skills for school success	Mid-Year	
	Annual	
C. PARENTS AND OTHER ADULTS		
1. Parents and other adults learn and exhibit improved parenting skills	Mid-Year	
	Annual	
2. Parents and other adults learn and exhibit improved family functioning skills	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.		
	Mid-Year	
	Annual	

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Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.4: Family Supports

San Mateo County is a geographically spread out County with a total area of 449.07. The County is one of the highest rent Counties in the State.The region's average rent of $1,838 was up 3.3 percent from the last quarter and 9.7 percent higher than a year ago. Unexpected or sudden loss of income can put a family or individual at risk of homelessness. It is easier to prevent the homelessness than trying to re-hose those who have lost their housing.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
The program activities are targeted to homelessness prevention of individuals and families. Eight community based organizations (Core Services Agencies/CSA) each located at different part of the County are focused their effort to assess all referred cases and connect the clients to necessary services and resources to prevent homelessness.
CSAs provide necessary emergency services such as food, rental assistance, shelter, clothing, move-in costs, hotel vouchers, transportation (bus vouchers/passes) temporary household goods, utility payments, security/utility deposits, car repair and .

National Performance Indicator 6.4 **Family Supports (Seniors, Disabled and Caregivers)** Low-income people who are **unable to work**, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**
A. Enrolled children in before or after school programs	Mid-Year	
	Annual	
B. Obtained care for child or other dependent	Mid-Year	
	Annual	
C. Obtained access to reliable transportation and/or driver's license	Mid-Year	2
	Annual	4
D. Obtained health care services for themselves or family member	Mid-Year	
	Annual	
E. Obtained and/or maintained safe and affordable housing	Mid-Year	26
	Annual	52
F. Obtained food assistance	Mid-Year	
	Annual	
G. Obtained non-emergency LIHEAP energy assistance	Mid-Year	
	Annual	
H. Obtained non-emergency WX energy assistance	Mid-Year	
	Annual	
I. Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 6.4 that were not captured above.		
	Mid-Year	
	Annual	

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Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.5: Service Counts

Problem Statement: (If additional space is needed, please attach a separate sheet.)
As a geographically spread out county (449.07 square miles), one of the highest rent counties in the state (tied with Marin and San Francisco for the highest rent) and ranking 31st in the State for its percentage of food insecure households, low-income people must have access to resources that will help strengthen and stabilize their families.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
Clients will undergo an individualized assessment of their needs and resources through 8 Core Services Agencies (Point of Entry to receive services); from that assessment, the client will work with their case manager to develop an individualized service plan that best uses the client's resources while also connecting them to what they need (e.g., referral to other agencies; food, clothing, transportation, and other emergency services). Those resources will free up other funds for the low-income families and individuals other essential and basic needs

National Performance Indicator 6.5 **Service Counts** The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	**Reporting Period**	**WORKPLAN** **Number of Services Expected in Reporting Period (#)**
A. Food Boxes	Mid-Year	219
	Annual	437
B. Pounds of Food	Mid-Year	
	Annual	
C. Units of Clothing	Mid-Year	210
	Annual	419
D. Rides Provided	Mid-Year	
	Annual	
E. Information and Referral Calls	Mid-Year	11
	Annual	22
In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.		
	Mid-Year	
	Annual	

CSBG/NPI Program Report Instructions

Purpose

The CSD 801 also known as the CSBG NPIs is to be completed and submitted year and Annual reporting. The reports must be submitted electronically by the to CSBGReports@csd.ca.gov. The CSD 801 captures the progress and achiev outcomes that an agency has performed over the reporting time frame.

Suggested Tools

Suggested tools needed to assist you when reporting your progress and achiev outcomes for Mid-Year and Annual Report

- Review your workplan
- The Instructional Manual (located on CSD's contractors website)

Approving the Mid-year and Annual Reports

- The Mid-year and Annual reports will be reviewed and approved by yo representative.

Note: The workplan projections maybe modified based on specific requirement forth in the contract. For more information contact your field representative.

NPI Program Reporting Format

The CSD 801 is one section of the excel workbook, these are the Green tabs. are six goals and under each goal is a list of indicators, problem statement, pro activates and delivery strategies, number of participants enrolled, number of participants achieving outcomes and achieving percentages that pertain to that

- The first Green tab is the NPI Program Instructions
- The subsequent Green tabs are the Program Reporting for Goals 1 thr

Note: The Workplan data (Orange tabs) that was entered at contract time auto populated into the NPI reporting tabs for Mid-year and Annual reporting periods

Completing the NPI Reporting for Mid-Year

- On the "Goal 1 Reporting" tab enter an X in the upper right hand box, indicating Mid-year (January - June) Reporting period and is due June

Note: The following information automatically populated from the goal 1 workpl contract number, contractor's name, contact person and title, phone number, e-address and fax number.

CSBG/NPI Program Report Instructions, Con't

- For the Mid-Year Progress Report, covering January through June, only re on the grey sections.
- ***Number of Participants/Units Expected to Achieve Outcome in Repor Period:*** The Workplan numbers will be automatically populated into the R Document for Goals 1 through 6.
- ***Number of Participants/Units Enrolled in Program(s) in Reporting Pe*** Enter actual number enrolled in program (s) for the reporting period.
- ***Number of Participants/Units Achieving Outcome in Reporting Perioc*** the number that achieved the outcome for the reporting period.
- ***Percentage Achieving Outcome in Reporting Period:*** This field require data entry and will be automatically calculated from previous columns.
- ***Required Explanation:*** This field requires no data entry and will be auton calculated from previous columns. If a response is required, provide the explanation for the variance on the last tab, "Required Explanations". The acceptable range for achievement for each reporting period is 80% to 120' what the agency expected to achieve.

Note: ALL DATA FIGURES should be NUMERICAL. If the indicator does not a your agency's work, or data pertaining to that question is not available, leave th blank. Do not use percentages, fractions, abbreviations or alpha text.

Sample NPI Reporting - Mid-Year

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1.1 Employment The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	Reporting Period	1 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Achieving Outcome in Reporting Period (#)	4 Percentage Achieving Outcome in Reporting Period (3/1=4) (%)	5 Explanations Required (Report on last tab)
A. Unemployed and obtained a job	Mid-Year	5	2	3	60%	Explanation
	Annual					
B. Employed and maintained a job for a least 90 days	Mid-Year					
	Annual					
C. Employed and obtained an increase in employment income **and/or benefits**	Mid-Year	20	15	12	60%	Explanation
	Annual					
D. Achieved "living wage" employment and/or benefits	Mid-Year					
	Annual					
In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.						
	Mid-Year					
	Annual					

CSBG/NPI Program Report Instructions, Con't

Sample NPI Reporting - Annual

- On the "Goal 1 Reporting" tab enter an X in the upper right hand box ir Annual Report. The Annual Report covers the term of January through December and is due January 20th. Each Report will reflect the agenc success in achieving the outcomes.

- For the Annual Report, covering January through December, report da the blue sections. Do no delete the data that was reported for the Mid-' Progress Report.

- ***Number of Participants/Units Expected to Achieve Outcome in Re Period:*** The Workplan numbers will be automatically populated into th Reporting Document for Goals 1 through 6.

- ***Number of Participants/Units Enrolled in Program(s) in Reporting*** Enter actual number enrolled in program (s) for the reporting period.

- ***Number of Participants/Units Achieving Outcome in Reporting Pe*** Enter the number that achieved the outcome for the reporting period.

- ***Percentage Achieving Outcome in Reporting Period:*** This field req data entry and will be automatically calculated from previous columns.

- ***Required Explanation:*** This field requires no data entry and will be automatically calculated from previous columns. If a response is requir provide the explanation for the variance on the last tab, "Required Explanations". The acceptable range for achievement for each reportir is 80% to 120% of what the agency expected to achieve.

ALL DATA FIGURES should be NUMERICAL. If the indicator does not apply to agency's work, or data pertaining to that question is not available, leave the cell Do not use percentages, fraction, abbreviations or alpha text.

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1.1 **Employment** The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
A. Unemployed and obtained a job	Mid-Year	
	Annual	10
B. Employed and maintained a job for a least 90 days	Mid-Year	
	Annual	
C. Employed and obtained an increase in employment income and/or benefits	Mid-Year	
	Annual	40
D. Achieved "living wage" employment and/or benefits	Mid-Year	
	Annual	
In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.		
	Mid-Year	
	Annual	

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☐ Annual Report (Jan-Dec)

CSBG/NPI Programs Report

Contractor Name:	Human Services Agency - County of San Mateo		
Contact Person and Title:	Wendy Goldberg., Manage., Center on Homelessness		
Phone Number:	650-802-3378	Ext. Number:	
E-mail Address:	wgoldberg@smchsa.org	Fax Number:	650-596-3478

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.1 **Employment** The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	Reporting Period	1 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Achieving Outcome in Reporting Period (#)	4 Percentage Achieving Outcome in Reporting Period (3/1=4) (%)	5 Explanat Requir (Report last tal
A. Unemployed and obtained a job	Mid-Year					
	Annual					
B. Employed and maintained a job for a least 90 days	Mid-Year					
	Annual					
C. Employed and obtained an increase in employment income **and/or benefits**	Mid-Year					
	Annual					
D. Achieved "living wage" employment and/or benefits	Mid-Year					
	Annual					
In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.						
	Mid-Year					
	Annual					

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Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)
San Mateo County is characterized by extraordinarily high housing costs, which escalated dramatically in the late 1990's and early 2000's du burgeoning job growth in the high-tech sector. Despite the collapse of the housing market nationally and the ongoing recession, San Mateo County home prices and rents remain among the highest in the San Francisco Bay Area. The median home sales price in the quarter ending J 2011 was $759,572. Market rent for a typical two-bedroom apartment was $1,838 or $22,000 per year, which is out of reach for the thousan

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
Rental assistance and deposit/moving cost assistance. Emergency financial assistance for car repairs and transportation vouchers. San Mateo County has established 8 Core Services Agencies throughout the County to deliver Safety Net Services to vulnerable population residing in tl County. Those agencies are point of entry for San Mateo County residence to receive most needed services. The Core Services Agencies will utilized to deliver the services.

National Performance Indicator 1.2 **Employment Supports** The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**	**2** **Number of Participants Enrolled in Program(s) in Reporting Period (#)**	**3** **Number of Participants Achieving Outcome in Reporting Period (#)**	**4** **Percentage Achieving Outcome in Reporting Period (3/1=4) (%)**	**5** **Explanat Requir (Report last tat**
A. Obtained skills/competencies required for employment	Mid-Year					
	Annual					
B. Completed ABE/GED and received certificate or diploma	Mid-Year					
	Annual					
C. Completed post-secondary education program and obtained certificate or diploma	Mid-Year					
	Annual					
D. Enrolled children in "before" or "after" school programs	Mid-Year					
	Annual					
E. Obtained care for child or other dependant	Mid-Year					
	Annual					
F. Obtained access to reliable transportation and/or driver's license	Mid-Year	4				
	Annual	7				
G. Obtained health care services for themselves or a family member	Mid-Year					
	Annual					
H. Obtained safe and affordable housing	Mid-Year	86				
	Annual	172				
I. Obtained food assistance	Mid-Year					
	Annual					
J. Obtained non-emergency LIHEAP energy assistance	Mid-Year					
	Annual					
K. Obtained non-emergency WX energy assistance	Mid-Year					
	Annual					
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year					
	Annual					

In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.

	Mid-Year					
	Annual					

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Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Although many clients access public benefits such as subsidized food, child care and programs designed as emergency assistance, many earn little" to cover many of the "emergency" costs out of pocket, such as car repair, medical emergencies or sudden loss of income. They are asse poor, meaning they lack savings or reserves to cover at least three months of living expenses, and cannot afford these emergency costs out of pocket. Consequently, many fall behind in payments and suffer credit blemishes that ultimately impact their ability to be self-sustaining.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
In addition to providing free tax preparation services, clients will have access to financial education such as the IDA program that includes tangible incentives to encourage families to build and preserve their assets, access to affordable financial products and services, and financial coaching aimed at increasing income, building savings, and gaining and sustaining assets so that individuals and families can move along a p towards greater economic security.

National Performance Indicator 1.3 **Economic Asset Enhancement and Utilization** The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**	**2** **Number of Participants Enrolled in Program(s) in Reporting Period (#)**	**3** **Number of Participants Achieving Outcome in Reporting Period (#)**	**4** **Percentage Achieving Outcome in Reporting Period (3/1=4) (%)**	**5** **Explanations Required** **(Report on last tab)**	**6** **Aggrega Dollar Amoun (Paymer Credits Saving ($)**
A. ENHANCEMENT							
1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits.	Mid-Year	7					
	Annual	15					
2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.	Mid-Year						
	Annual						
3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of	Mid-Year						
	Annual						
B. UTILIZATION							
1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days	Mid-Year	12					N/A
	Annual	25					
2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account	Mid-Year	3					N/A
	Annual	6					
3. Number and percent of participants who increased their savings through IDA or other savings accounts and the	Mid-Year						

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aggregated amount of savings.	Annual						

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National Performance Indicator 1.3 **Economic Asset Enhancement and Utilization** The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**	**2** **Number of Participants Enrolled in Program(s) in Reporting Period (#)**	**3** **Number of Participants Achieving Outcome in Reporting Period (#)**	**4** **Percentage Achieving Outcome in Reporting Period (3/1=4) (%)**	**5** **Explanations Required** **(Report on last tab)**	**6** **Aggrega Dollar Amoun (Paymer Credits Saving ($)**
4. Of participants in a Community Action assets development program (IDA and others):							
a. Number and percent of participants capitalizing a small business due to accumulated savings	Mid-Year						
	Annual						
b. Number and percent of participants pursuing post-secondary education with accumulated savings	Mid-Year						
	Annual						
c. Number and percent of participants purchasing a home with accumulated savings	Mid-Year						
	Annual						
d. Number and percent of participants purchasing other assets with accumulated savings	Mid-Year						
	Annual						
In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.							
	Mid-Year						
	Annual						

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CSBG/NPI Programs Report

Contractor Name: Human Services Agency - County of San Mateo
Contact Person and Title: Wendy Goldberg., Manage., Center on Homelessness
Phone Number: 650-802-3378 Ext. Number:
E-mail Address: wgoldberg@smchsa.org Fax Number: 650-596-3478

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.1 **Community Improvement and Revitalization** Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:	Reporting Period	1 Number of Projects or Initiatives Expected to Achieve in Reporting Period (#)	2 Number of Projects or Initiatives (#)	3 Number of Opportunities and/or Community Resources Preserved or Increased (#)	4 Percentage Achieving Outcome in Reporting Period (2/1=4) (%)	5 Explanations Required (Report on last tab)	6 Explanations Required for Project to Opportunity Ratio (column 3 is less than 2) (Report on last tab)
A. Jobs created, or saved, from reduction or elimination in the community.	Mid-Year						
	Annual						
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community.	Mid-Year						
	Annual						
C. Safe and affordable housing units created in the community	Mid-Year						
	Annual						
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization, or rehabilitation achieved by community action activity or advocacy	Mid-Year						
	Annual						
E. Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination	Mid-Year						
	Annual						
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year						
	Annual						
G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year						
	Annual						
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation	Mid-Year						
	Annual						
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	Mid-Year						
	Annual						
In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.							
	Mid-Year						
	Annual						

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Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2 **Community Quality of Life and Assets** The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Program Initiatives or Advocacy Efforts Expected to Achieve in Reporting Period (#)**	**2** **Number of Projects or Initiatives or Advocacy Efforts (#)**	**3** **Number of Community Assets, Services or Facilities Preserved or Increased (#)**	**4** **Percentage Achieving Outcome in Reporting Period (2/1=4) (%)**	**5** **Explanations Required** **(Report on last tab)**	**6** **Explanations Required for Project to Opportunity Ratio (column 3 is less than 2) (Report on last tab)**
A. Increases in community assets as a result of a change in law, regulation, or policy, which results in improvements in quality of life and assets	Mid-Year						
	Annual						
B. Increase in the availability or preservation of community facilities	Mid-Year						
	Annual						
C. Increase in the availability or preservation of community services to improve public health and safety	Mid-Year						
	Annual						
D. Increase in the availability or preservation of commercial services within low-income neighborhoods	Mid-Year						
	Annual						
E. Increase or preservation of neighborhood quality-of-life resources	Mid-Year						
	Annual						
In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.							
	Mid-Year						
	Annual						

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Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)
The resources of the CORE agencies are being stretched like never before as we continue to see a decrease in financial resources available to meet the growing demand for the variety and scope of the vital services that are offered. To maintain capacity while meeting the growing challenges, we rely heavily on the skills and expertise of our robust volunteer base to extend our resources so we can continue to deliver services at a relatively low cost per client.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
The volunteers provide an impressive range of activities from the more general daily tasks such as manual, clerical and administrative duties to support the core functions of the agencies, to the more specialized tasks such as volunteer tax preparers, financial advisors, legal advocates and medical practitioners. Volunteering opportunities in our community also create pathways for people to return to work by rebuilding the skills, confidence, career and employment opportunities for individuals who are under and unemployed, or retired. It also helps the volunteers gain a better understanding of other communities and socio-economic groups that they might not otherwise interact with on a regular basis.

National Performance Indicator 2.3 **Community Engagement** The number of community members working with Community Action to improve conditions in the community.	Reporting Period	1 Number of Total Contribution by Community Expected to Achieve in Reporting Period (#)	2 Total Contribution by Community	3 Percentage Achieving Outcome in Reporting Period (2/1=3) (%)	4 Explanations Required (Report on last tab)
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	Mid-Year				
	Annual				
B. Number of volunteer hours donated to the agency (This will be All volunteer hours)	Mid-Year	13,500			
	Annual	27,000			

In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.

	Mid-Year				
	Annual				

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Goal 2: The conditions in which low-income people live are improved.

NPI 2.4: Employment Growth from ARRA Funds

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.4 **Employment Growth from ARRA Funds** The total number of jobs created or saved, at least in part by ARRA Funds, in the community.	**Reporting Period**	**1** **Number of Jobs Expected to Achieve in Reporting Period (#)**	**2** **Number of Jobs**	**3** **Percentage Achieving Outcome in Reporting Period (2/1=3) (%)**	**4** **Explanations Required** **(Report on last tab)**
A. Jobs created at least in part by ARRA funds	Mid-Year				
	Annual				
B. Jobs saved at least in part by ARRA funds	Mid-Year				
	Annual				
In the rows below, please include any additional indicators for NPI 2.4 that were not captured above.					
	Mid-Year				
	Annual				

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Contractor Name: Human Services Agency - County of San Mateo
Contact Person and Title: Wendy Goldberg., Manage., Center on Homelessness
Phone Number: 650-802-3378 Ext. Number:
E-mail Address: wgoldberg@smchsa.org Fax Number: 650-596-3478

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a

National Performance Indicator 3.1 Community Enhancement Through Maximum Feasible Participation The number of volunteer hours donated to Community Action	Reporting Period	1 Total Number of Volunteer Hours Expected to Achieve in Reporting Period (#)	2 Total Number of Volunteer Hours (#)	3 Percentage Achieving Outcome in Reporting Period (2/1=3) (%)	4 Explanations Required (Report on last tab)
The total number of volunteer hours donated by low-income individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)	Mid-Year				
	Annual				
In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.					
	Mid-Year				
	Annual				

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Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.2 **Community Empowerment Through Maximum Feasible Participation** The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Low-Income People Expected to Achieve in Reporting Period (#)**	**2** **Number of Low-Income People in Reporting Period (#)**	**3** **Percentage Achieving Outcome in Reporting Period (2/1=3) (%)**	**4** **Explanations Required** **(Report on last tab)**
A. Number of low-income people participating in formal community organizations, government, boards, or councils that provide input to decision making and policy setting through community action	Mid-Year				
	Annual				
B. Number of low-income people acquiring businesses in their community as a result of community action assistance	Mid-Year				
	Annual				
C. Number of low-income people purchasing their own home in their community as a result of community action assistance	Mid-Year				
	Annual				
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action	Mid-Year				
	Annual				
In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.					
	Mid-Year				
	Annual				

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Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Located between San Francisco and Santa Clara counties on the San Francisco Bay, San Mateo County covers 449.07 square miles. It is the 13th largest county in California with a population of 718,451 According the most recent 2010 U.S. federal census data, San Mateo County is one of the most ethnically diverse communities in the nation: 42.3 percent of County residents are Caucasian, 25.4 percent are Hispanic, 26.2 percent Asian/Pacific Islander, 2.8 percent African American and 3.3

Program Activities and Delivery Strategies: (If additional space is needed, please attacl
San Mateo County has established the Core Service Agency Network (CSN) for the purpose of meeting the basic needs of low income community members for anti-poverty services, standardize the delivery of safety-net services, and create a collaborative organizational structure for safety-net service providers alongside many others non-profit partners. Together they are engaged in service delivery to the County's needy poulation.

National Performance Indicator 4.1 **Expanding Opportunities Through Community-Wide Partnerships** The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	**Reporting Period**	**1** **Number of Organizational Partnerships Expected to Achieve in Reporting Period (#)**	**2** **Number of Organizational Partnerships in Reporting Period (#)**	**3** **Percentage Achieving Outcome in Reporting Period (2/1=3) (%)**	**4** **Explanations Required** **(Report on last tab)**
A. Non-Profit	Mid-Year	18			
	Annual	18			
B. Faith Based	Mid-Year				
	Annual				
C. Local Government	Mid-Year	1			
	Annual	1			
D. State Government	Mid-Year				
	Annual				
E. Federal Government	Mid-Year				
	Annual				
F. For-Profit Business or Corporation	Mid-Year				
	Annual				
G. Consortiums/Collaboration	Mid-Year				
	Annual				
H. Housing Consortiums/Collaboration	Mid-Year				
	Annual				
I. School Districts	Mid-Year				
	Annual				
J. Institutions of post secondary education/training	Mid-Year				
	Annual				
K. Financial/Banking Institutions	Mid-Year				
	Annual				
L. Health Service Institutions	Mid-Year				
	Annual				
M. State wide associations or collaborations	Mid-Year				
	Annual				
The total number of organizations CAAs work with to promote family and community outcomes	Mid-Year				
	Annual				

In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.

	Mid-Year				

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	Annual				

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CSBG/NPI Programs Report

Contractor Name: Human Services Agency - County of San Mateo
Contact Person and Title: Wendy Goldberg., Manage., Center on Homelessness
Phone Number: 650-802-3378 Ext. Number:
E-mail Address: wgoldberg@smchsa.org Fax Number: 650-596-3478

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Agency Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a

National Performance Indicator 5.1 **Agency Development** The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Resources in Agency Expected to Achieve in Reporting Period (#)**	**2** **Number of Resources in Agency in Reporting Period (#)**	**3** **Percentage Achieving Outcome in Reporting Period (2/1=3) (%)**	**4** **Explanations Required** **(Report on last tab)**
A. Number of Certified Community Action Professionals	Mid-Year				
	Annual				
B. Number of ROMA Trainers	Mid-Year				
	Annual				
C. Number of Family Development Trainers	Mid-Year				
	Annual				
D. Number of Child Development Trainers	Mid-Year				
	Annual				
E. Number of staff attending trainings	Mid-Year				
	Annual				
F. Number of board members attending trainings	Mid-Year				
	Annual				
G. Hours of staff in trainings	Mid-Year				
	Annual				
H. Hours of board members in trainings	Mid-Year				
	Annual				

In the rows below, please include any additional indicators that were not captured above.

	Mid-Year				
	Annual				

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Contact Person and Title: Wendy Goldberg., Manage., Center on Homelessness
Phone Number: 650-802-3378 Ext. Number:
E-mail Address: wgoldberg@smchsa.org Fax Number: 650-596-3478

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environm

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Assisting vulnerable population (senior and disabled individuals) who have limited access to meet their basic needs.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sl
The program activities are targeted to homelessness prevention of individuals and families, including vulnerable populations. Eight community bas organizations (Core Services Agencies/CSA), each covering a specific region in the County, provide a point of entry for low-income folks seeking assistance. Each client is assessed for eligibility and needs. Services provided within the scope of this funding are: Homelessness prevention and emergency assistance (e.g., food, rental assistance, shelter, clothing, move-in costs, hotel vouchers, transportation (bus vouchers/passes) temporary

National Performance Indicator 6.1 **Independent Living** The number of vulnerable individuals receiving services from community action who maintain an independent living situation as a result of those services:	**Reporting Period**	**1** **Number of Vulnerable Individuals Living Independently Expected to be Served in Reporting Period (#)**	**2** **Number of Vulnerable Individuals Living Independently in Reporting Period (#)**	**3** **Percentage Achieving Outcome in Reporting Period (2/1=3) (%)**	**4** **Explana Requi** **(Report tab**
A. Senior Citizens (*seniors can be reported twice, once under Senior Citizens and again, if they are disabled, under Individuals with Disabilities, ages 55-over.*)	Mid-Year	27			
	Annual	54			
B. Individuals with Disabilities	Mid-Year	35			
	Annual	70			
Ages:					
a. 0-17	Mid-Year	1			
	Annual	1			
b. 18-54	Mid-Year	25			
	Annual	50			
c. 55-over	Mid-Year	10			
	Annual	19			

In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.

	Mid-Year				
	Annual				

CSBG/NPI Programs Report

Contract No. 13F-
☐ Mid-Year Report (Jan-June)
☐ Annual Report (Jan-Dec)

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environm

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)
Median household income in San Mateo County is $82,748, significantly higher than the state-wide median of $57,708. However, while overall county income is rela high, many people are not faring well: • 31,891 (12.4%) of San Mateo County households earn less than $25,000 per year. Of these, 12,567 (39%) are families with cl There are 67,300 (26.1%) households living on fixed income (Social Security Income) who earn a mean income of just $17,256 per year. Of these 9,730 (3.8%) have income of only $9,151 per year.
• 6.8% of all San Mateo County residents (4.4% of households) are living below the federal poverty line ($22,350 for a family of four).

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sl
Eight community based organizations (Core Services Agencies/CSA), each covering a specific region in the County, provide a point of entry for low-income folks seel assistance. Each client is assessed for eligibility and needs. Services provided within the scope of this funding are: Homelessness prevention and emergency assistan food, rental assistance, shelter, clothing, move-in costs, hotel vouchers, transportation (bus vouchers/passes) temporary household goods, utility payments, security/util deposits, car repair). Financial assistance requests are submitted by the 8 community based organizations (CSA) to the lead agency, Samaritan House, who will proces payments directly to the third party vendor on behalf of the clients.

National Performance Indicator 6.2 **Emergency Assistance** The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided.	**Reporting Period**	**1** **Number of Individuals Seeking Assistance Projected to be Served in Reporting Period (#)**	**2** **Number of Individuals Seeking Assistance in Reporting Period (#)**	**3** **Number of Individuals Receiving Assistance in Reporting Period (#)**	**4** **Percentage Achieving Outcome in Reporting Period (3/1=4) (%)**	**5** **Explana Requi** **(Report tab**
A. Emergency Food	Mid-Year	50				
	Annual	101				
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	Mid-Year	82				
	Annual	165				
C. Emergency Rent or Mortgage Assistance	Mid-Year	223				
	Annual	446				
D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)	Mid-Year	1				
	Annual	1				
E. Emergency Temporary Shelter	Mid-Year	19				
	Annual	38				
F. Emergency Medical Care	Mid-Year					
	Annual					
G. Emergency Protection from Violence	Mid-Year					
	Annual					
H. Emergency Legal Assistance	Mid-Year					
	Annual					
I. Emergency Transportation	Mid-Year	8				
	Annual	17				
J Emergency Disaster Relief	Mid-Year					
	Annual					
K Emergency Clothing	Mid-Year	16				
	Annual	32				

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

	Mid-Year					
	Annual					

State of California
Department of Community Services and Development
CSBG/NPI Programs Report
CSD 801 (Rev.11/11)

CSBG/NPI Programs Report

Contract No. 13F-
☐ Mid-Year Report (Jan-June)
☐ Annual Report (Jan-Dec)

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environm

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.3 **Child and Family Development** The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:	Reporting Period	1 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Achieving Outcome in Reporting Period (#)	4 Percentage Achieving Outcome in Reporting Period (3/1=4) (%)	5 Explana Requi (Report tab
A. INFANTS & CHILDREN						
1. Infants and children obtain age appropriate immunizations, medical, and dental care	Mid-Year					
	Annual					
2. Infant and child health and physical development are improved as a result of adequate nutrition	Mid-Year					
	Annual					
3. Children participate in pre-school activities to develop school readiness skills	Mid-Year					
	Annual					
A. INFANTS & CHILDREN						
4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	Mid-Year					
	Annual					
B. YOUTH						
1. Youth improve health and physical development	Mid-Year					
	Annual					
2. Youth improve social/emotional development	Mid-Year					
	Annual					
3. Youth avoid risk-taking behavior for a defined period of time	Mid-Year					
	Annual					
4. Youth have reduced involvement with criminal justice system	Mid-Year					
	Annual					
5. Youth increase academic, athletic, or social skills for school success	Mid-Year					
	Annual					
C. PARENTS AND OTHER ADULTS						
1. Parents and other adults learn and exhibit improved parenting skills	Mid-Year					
	Annual					
2. Parents and other adults learn and exhibit improved family functioning skills	Mid-Year					
	Annual					

In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.

	Mid-Year					
	Annual					

CSBG/NPI Programs Report

Contract No. 13F-
☐ Mid-Year Report (Jan-June)
☐ Annual Report (Jan-Dec)

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environm

NPI 6.4: Family Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)
San Mateo County is a geographically spread out County with a total area of 449.07. The County is one of the highest rent Counties in the State.The region's average r $1,838 was up 3.3 percent from the last quarter and 9.7 percent higher than a year ago. Unexpected or sudden loss of income can put a family or individual at risk of homelessness. It is easier to prevent the homelessness than trying to re-hose those who have lost their housing.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
The program activities are targeted to homelessness prevention of individuals and families. Eight community based organizations (Core Services Agencies/CSA) each at different part of the County are focused their effort to assess all referred cases and connect the clients to necessary services and resources to prevent homelessness. CSAs provide necessary emergency services such as food, rental assistance, shelter, clothing, move-in costs, hotel vouchers, transportation (bus vouchers/passes) temp household goods, utility payments, security/utility deposits, car repair and .

National Performance Indicator 6.4 **Family Supports (Seniors, Disabled and Caregivers)** Low-income people who are **unable to work**, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Participants Expected to Achieve Outcome in Reporting Period (#)**	**2** **Number of Participants Enrolled in Program(s) in Reporting Period (#)**	**3** **Number of Participants Achieving Outcome in Reporting Period (#)**	**4** **Percentage Achieving Outcome in Reporting Period (3/1=4) (%)**	**5** **Explana Requi** **(Report tab**
A. Enrolled children in before or after school programs	Mid-Year					
	Annual					
B. Obtained care for child or other dependent	Mid-Year					
	Annual					
C. Obtained access to reliable transportation and/or driver's license	Mid-Year	2				
	Annual	4				
D. Obtained health care services for themselves or family member	Mid-Year					
	Annual					
E. Obtained and/or maintained safe and affordable housing	Mid-Year	26				
	Annual	52				
F. Obtained food assistance	Mid-Year					
	Annual					
G. Obtained non-emergency LIHEAP energy assistance	Mid-Year					
	Annual					
H. Obtained non-emergency WX energy assistance	Mid-Year					
	Annual					
I. Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year					
	Annual					
In the rows below, please include any additional indicators for NPI 6.4 that were not captured above.						
	Mid-Year					
	Annual					

CSBG/NPI Programs Report

Contract No. 13F-
☐ Mid-Year Report (Jan-June)
☐ Annual Report (Jan-Dec)

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environm

NPI 6.5: Service Counts

Problem Statement: (If additional space is needed, please attach a separate sheet.)
As a geographically spread out county (449.07 square miles), one of the highest rent counties in the state (tied with Marin and San Francisco for the highest rent) and r 31st in the State for its percentage of food insecure households, low-income people must have access to resources that will help strengthen and stabilize their families.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
Clients will undergo an individualized assessment of their needs and resources through 8 Core Services Agencies (Point of Entry to receive services); from that assessr the client will work with their case manager to develop an individualized service plan that best uses the client's resources while also connecting them to what they neec referral to other agencies; food, clothing, transportation, and other emergency services). Those resources will free up other funds for the low-income families and indi other essential and basic needs

National Performance Indicator 6.5 **Service Counts** The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	**Reporting Period**	**1** **Number of Services Expected in Reporting Period (#)**	**2** **Number of Services in Reporting Period (#)**	**3** **Percentage Achieving Outcome in Reporting Period (2/1=3) (%)**	**4** **Explana Requi** **(Report tab**
A. Food Boxes	Mid-Year	219			
	Annual	437			
B. Pounds of Food	Mid-Year				
	Annual				
C. Units of Clothing	Mid-Year	210			
	Annual	419			
D. Rides Provided	Mid-Year				
	Annual				
E. Information and Referral Calls	Mid-Year	11			
	Annual	22			

In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.

	Mid-Year				
	Annual				

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CSD 801 (Rev. 11/11)

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☐ Mid-Year Report (Jan-June)
☐ Annual Report (Jan-Dec)

Contractor Name:	Human Services Agency - County of San Mateo		
Contact Person and Title:	Wendy Goldberg., Manage., Center on Homelessness		
Phone Number:	650-802-3378	Ext. Number:	
E-mail Address:	wgoldberg@smchsa.org	Fax Number:	650-596-3478

NPI Explanations

This space is to record an explanation for not meeting or exceeding your projections. This information should includes any program changes, achievement trends or reductions or additions in funding. In addition, this space is available to provide any significant narrative information for national goals.

NPI	Explanation

EXHIBIT B
(Standard Agreement)

ATTACHMENT III

2013 CSBG CR ALLOCATION SPREADSHEET

Contract Year 2013 CSBG CR Allocation Spreadsheet

State of California
Department of Community Services and Development
2013 CSBG CR Allocation
CAAs

Attachment III

County	Agency	Contract Number	2013 CR ALLOCATION A Total Estimated CR Allocation (For Budgeting)	2013 CR ALLOCATION B First Release (11/27/12) PCA 40113	2013 CR ALLOCATION C Total 2013 Contract*	Total Advance Available**
Alameda	Berkeley Community Action Agency	13F-3001	250,000	67,445	67,445	62,500
Alameda	City of Oakland, Department of Human Services	13F-3002	1,276,984	344,503	344,503	319,246
Alpine	Inyo Mono Advocates for Community Action, Inc.	13F-3003	1,234	333	333	309
Amador/Tuolumne	Amador/Tuolumne Community Action Agency	13F-3004	246,320	66,452	66,452	61,580
Butte	Community Action Agency of Butte County, Inc.	13F-3005	340,659	91,903	91,903	85,165
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	13F-3006	245,688	66,281	66,281	61,422
Colusa	SEE GLENN					
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	13F-3007	802,003	216,363	216,363	200,501
Del Norte	Del Norte Senior Center	13F-3008	48,254	13,018	13,018	12,064
El Dorado	El Dorado County Health and Human Services Agency	13F-3009	269,616	72,737	72,737	67,404
Fresno	Fresno County Economic Opportunities Commission	13F-3010	1,748,729	471,770	471,770	437,182
Glenn/Colusa/Trinity	Glenn County Human Resource Agency	13F-3011	247,064	66,653	66,653	61,766
Humboldt	Redwood Community Action Agency	13F-3012	250,000	67,445	67,445	62,500
Imperial	Campesinos Unidos, Inc.	13F-3013	295,454	79,707	79,707	73,864
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	13F-3014	244,018	65,831	65,831	61,005
Kern	Community Action Partnership of Kern	13F-3015	1,404,467	378,896	378,896	351,117
Kings	Kings Community Action Organization, Inc.	13F-3016	283,974	76,610	76,610	70,994
Lake/Mendocino	North Coast Opportunities	13F-3017	514,847	138,895	138,895	128,712
Lassen/Plumas/Sierra	Lassen/Plumas/Sierra Community Action Agency	13F-3018	245,372	66,196	66,196	61,343
Los Angeles	Foothill Unity Center	13F-3019	303,914	81,990	81,990	75,979
Los Angeles	Long Beach Community Action Partnership	13F-3020	742,140	200,214	200,214	185,535
Los Angeles	County of Los Angeles Dept. of Public Social Services	13F-3021	5,725,317	1,544,570	1,544,570	1,431,329
Los Angeles	City of Los Angeles, CDD, HS & NDD	13F-3022	6,200,586	1,672,784	1,672,784	1,550,147
Madera	Community Action Partnership of Madera County, Inc.	13F-3023	263,137	70,989	70,989	65,784
Marin	Community Action Marin	13F-3024	253,844	68,482	68,482	63,461
Mariposa	SEE CALAVERAS					
Mendocino	SEE LAKE					
Merced	Merced County Community Action Agency	13F-3025	470,883	127,034	127,034	117,721
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	13F-3026	247,064	66,653	66,653	61,766
Mono	SEE INYO					
Monterey	Monterey County Community Action Partnership	13F-3027	471,809	127,284	127,284	117,952
Napa	Community Action Napa Valley	13F-3028	270,597	73,001	73,001	67,649
Nevada	Nevada County Dept. of Housing & Community Services	13F-3029	255,343	68,886	68,886	63,836
Orange	Community Action Partnership of Orange County	13F-3030	2,577,165	695,265	695,265	644,291

November 27, 2012

State of California
Department of Community Services and Development
2013 CSBG CR Allocation
CAAs

Attachment III

County	Agency	Contract Number	2013 CR ALLOCATION A Total Estimated CR Allocation (For Budgeting)	B First Release (11/27/12) PCA 40113	C Total 2013 Contract*	Total Advance Available**
Placer	County of Placer Dept of Health and Human Services	13F-3031	315,236	85,044	85,044	78,809
Plumas	SEE LASSEN					
Riverside	Community Action Partnership of Riverside County	13F-3032	2,452,029	661,506	661,506	613,007
Sacramento	Sacramento Employment and Training Agency	13F-3033	1,666,362	449,549	449,549	416,591
San Benito	San Benito County DCS & WD	13F-3034	252,184	68,034	68,034	63,046
San Bernardino	Community Action Partnership of San Bernardino County	13F-3035	2,539,076	684,989	684,989	634,769
San Diego	County of San Diego, H&HSA, CAP	13F-3036	3,145,036	848,464	848,464	786,259
San Francisco	Economic Opportunity Council of San Francisco	13F-3037	806,303	217,524	217,524	201,576
San Joaquin	San Joaquin County Dept. of Aging & Community Services	13F-3038	919,359	248,024	248,024	229,840
San Luis Obispo	CAP of San Luis Obispo County, Inc.	13F-3039	280,534	75,682	75,682	70,134
San Mateo	San Mateo County Human Services Agency	13F-3040	427,555	115,345	115,345	106,889
Santa Barbara	Community Action Commission of Santa Barbara Co., Inc.	13F-3041	499,679	134,803	134,803	124,920
Santa Clara	Sacred Heart Community Services	13F-3042	1,334,974	360,148	360,148	333,744
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	13F-3043	273,641	73,823	73,823	68,410
Shasta	Shasta County Community Action Agency	13F-3044	282,395	76,184	76,184	70,599
Sierra	SEE LASSEN					
Siskiyou	SEE MODOC					
Solano	Community Action Partnership of Solano County	13F-3045	362,740	97,860	97,860	90,685
Sonoma	Community Action Partnership of Sonoma County	13F-3046	423,067	114,135	114,135	105,767
Stanislaus	Central Valley Opportunity Center, Inc.	13F-3047	722,244	194,846	194,846	180,561
Sutter	Sutter County Community Action Agency	13F-3048	253,340	68,346	68,346	63,335
Tehama	Tehama County Community Action Agency	13F-3049	269,258	72,640	72,640	67,315
Trinity	SEE GLENN					
Tulare	Community Services & Employment Training, Inc.	13F-3050	847,387	228,607	228,607	211,847
Tuolumne	SEE AMADOR					
Ventura	Community Action of Ventura County, Inc.	13F-3051	643,056	173,483	173,483	160,764
Yolo	County of Yolo, Dept. of Employment & Social Services	13F-3052	277,744	74,929	74,929	69,436
Yuba	Yuba County Community Services Commission	13F-3053	256,975	69,326	69,326	64,244
TOTAL, all counties			45,746,656	12,341,481	12,341,481	11,436,671

** Equals contract facesheet (STD 213, Item 3)*
*** Represents 25% of the Total Estimated CR Allocation*

November 27, 2012

State of California
Department of Community Services and Development
2013 CSBG CR Allocation
Non-CAAs

Attachment III

NATIVE AMERICAN INDIANS

Agency	Contract Number	2013 CR ALLOCATION A: Total Estimated CR Allocation (For Budgeting)	2013 CR ALLOCATION B: First Release (11/27/12) PCA 40313	2013 CR ALLOCATION C: Total 2013 Contract*	Total Advance Available**
Karuk Tribe of California (Core Funding)	13F-3054	42,000	11,331	11,331	10,500
Karuk	13F-3055	74,513	20,102	20,102	18,628
NCIDC (Core Funding)	13F-3056	122,000	32,913	32,913	30,500
NCIDC/LIFE (Core Funding)		*(Included with NCIDC below)*			
NCIDC	13F-3057	1,839,753	496,327	496,327	459,938
County of L.A. DPSS (LA City/Co NAIC)	13F-3058	266,175	71,808	71,808	66,544
TOTAL		2,344,441	632,481	632,481	586,110

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	2013 CR ALLOCATION A: Total Estimated CR Allocation (For Budgeting)	2013 CR ALLOCATION B: First Release (11/27/12) PCA 40213	2013 CR ALLOCATION C: Total 2013 Contract*	Total Advance Available**
California Human Development Corporation	13F-3059	1,382,619	373,001	373,001	345,655
Proteus, Inc.	13F-3060	2,224,213	600,046	600,046	556,053
Central Valley Opportunity Center, Inc.	13F-3061	541,025	145,957	145,957	135,256
Center for Employment Training	13F-3062	1,863,530	502,741	502,741	465,883
TOTAL		6,011,387	1,621,745	1,621,745	1,502,847

LIMITED PURPOSE AGENCIES (DISCRETIONARY FUNDS)

Agency	Contract Number	2013 ALLOCATION A: Total Allocation (For Budgeting)	2013 ALLOCATION B: First Release (11/27/12) PCA 40413	2013 ALLOCATION C: Total 2013 Contract*	Total Advance Available**
Campesinos Unidos, Inc.	13F-3063	81,846	81,846	81,846	20,462
Community Design Center	13F-3064	123,262	123,262	123,262	30,816
Del Norte Senior Center	13F-3065	89,600	89,600	89,600	22,400
Rural Community Assistance Corporation	13F-3066	138,053	138,053	138,053	34,513
TOTAL		432,761	432,761	432,761	108,191

** Equals contract facesheet (STD 213, Item 3)*
*** Represents 25% of the Total Estimated CR Allocation*

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

1. APPROVAL

This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., CCR Title 2, Section 1896.)

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. TIMELINESS

Time is of the essence in this Agreement.

12. COMPENSATION

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

15. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. PRIORITY HIRING CONSIDERATIONS

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code § 10353.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. TRAVEL/PER DIEM

   A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

   B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230), as applicable.

   C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations §§599.615 through 599.638 and shall be reimbursed in accordance with the terms contained therein.

2. CERTIFICATIONS

   A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:

      1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)

      2) National Labor Relations Board Certification (CCC-307)

      3) Expatriate Corporations (CCC-307)

      4) Domestic Partners (CCC-307)

      5) Amendment for Change of Agency Name (CCC-307)

      6) Resolution (CCC-307)

      7) Air and Water Pollution Violation (CCC-307)

      8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

EXHIBIT D
(Standard Agreement)

9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit http://providers.csd.ca.gov/.

3. INTERNAL CONTROL CERTIFICATION

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

A. Segregation of duties appropriate to safeguard State assets.

B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.

C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.

D. Practices to be followed in performance of duties and functions.

E. Personnel of a quality commensurate with their responsibilities.

F. Effective internal review.

4. CONFLICT OF INTEREST

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

EXHIBIT D
(Standard Agreement)

5. CODES OF CONDUCT

A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

B. Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations), and/or OMB Circular A-110, Section 42.

6. COMPLIANCE MONITORING

A. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.

B. As the State administrator for the CSBG, CSD is required to ensure that funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law, and for allowable and allocable costs under the applicable rules of the OMB.

C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.

EXHIBIT D
(Standard Agreement)

D. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

E. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with the observations, recommendations, and/or findings in writing, along with a specific action plan for correcting the noncompliance.

7. SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT

A. In addition to CSD's authority to terminate, suspend, or deny funding or refunding under federal and State laws and regulations, CSD has authority to establish fiscal control and accounting procedures to fulfill its oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, CSD hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions on Contractor, according to that Section, as a result of unsatisfactory performance of and/or noncompliance with the requirements, standards, and guidelines of this Agreement.

B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. Failure by Contractor to meet prescribed timelines or take corrective action shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including, but not limited to, withholding advance payments and initiation of the suspension and termination procedures prescribed by State and federal CSBG laws and/or regulations.

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(Standard Agreement)

8. BOARD ROSTER, BYLAWS, RESOLUTION AND MINUTES

A. Concurrent with Contractor's submission of this Agreement, Contractor shall submit to CSD the following:

1) Unless otherwise specified in 2) and 3) below, a current roster of the tripartite board, including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member at a location other than the office of the eligible entity, vacancy title, date each board seat was vacated, and the most recent version of the organizational bylaws. Contractor is to complete Exhibit D, Attachment I, Executive Director and Board Roster (CSD 188). Contractor is responsible to notify CSD of any changes to the tripartite board within thirty (30) days of such occurrence.

2) In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to assure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor, and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its governing body within (30) days of such occurrence.

3) In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its board within thirty (30) days of such occurrence.

B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct signature of a board member; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.

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C. Where Contractor elects to delegate the signing authority to the chief executive officer (CEO), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

D. Contractor shall submit to CSD minutes from the tripartite board, LPA contractor's board, NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, for regularly scheduled meetings no later than thirty (30) days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the contractor's bylaws.

E. If Contractor's tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including, but not limited to, discussions about or decisions affecting the community action program. Such minutes shall be submitted to CSD no later than thirty (30) days after the minutes are approved.

9. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2013 CSD Supplemental Audit Guide. The 2013 Supplemental Audit Guide is attached herein as Exhibit D, Attachment II. The 2013 Supplemental Audit Guide may be accessed at http://providers.csd.ca.gov.

B. Audit Reports

1) a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."

b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:

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(Standard Agreement)

i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and

ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.

2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

4) Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

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In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

5) In the event an audit required under this Agreement has not been submitted in a timely fashion, CSD may impose sanctions as provided in OMB Circular No. A-133 at § ___.225, to include:

a) Withholding a percentage of federal awards until the audit is completed satisfactorily;
b) Withholding or disallowing overhead costs;
c) Suspending federal awards until the audit is conducted; and/or
d) Terminating the federal award.

10. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2.

A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at https://www.sam.gov/portal/public/SAM/.

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B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.

D. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action.

E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).

F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is independent from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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11. INSURANCE

A. General Requirements

1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

2) Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.

4) New Certificates of Insurance will be reviewed for content and form by CSD.

5) In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.

6) With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.

7) The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

8) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

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B. Self-Insurance

1) When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

3) In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within thirty (30) days of expiration of insurance.

4) In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

C. Workers' Compensation Insurance

1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Commercial or Government Crime Coverage (Fidelity Bond)

1) Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

2) Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.

3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

2) Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

F. Vehicle Insurance

1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).

3) Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

12. AGREEMENT CHANGES

A. Amendment

Formal amendments to this Agreement are required for changes to: the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No

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amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than forty-five (45) days prior to the expiration of the Agreement term. (CSD Form 425b can be located at http://providers.csd.ca.gov/ under the CSD Contractors' page and CSBG tab).

B. Modification

1) Any request(s) for modification to Attachment I or Attachment II (Exhibit B) must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than forty-five (45) calendar days prior to the expiration date of this Agreement.

2) Contractor may modify problem statements, program activities, and/or delivery strategies, to either: a) add program(s) not previously projected on the CSD 801, or b) remove program(s) previously projected on the CSD 801 for which no clients have been served and the program was terminated.

3) Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD 425b, Justification for Contract Amendment/Modification.

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

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B. Services Offered

Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contract user.

C. Data Sensitivity

1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.

2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade

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Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within twenty-four (24) hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

14. SCHEDULE OF ATTACHMENTS

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188)
ATTACHMENT II SUPPLEMENTAL AUDIT GUIDE

EXHIBIT D
(Standard Agreement)

ATTACHMENT I

EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188)

EXHIBIT D
(Standard Agreement)

ATTACHMENT II

SUPPLEMENTAL AUDIT GUIDE

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
Exhibit D, Attachment II
CSD 188 New

Received by CSD:

Executive Director and Board Roster- CSBG

Agency Name: San Mateo County Community Action Agency
Agency Address: 472 Harbor Boulevard, Building C, Belmont, CA 94002

Effective Date: 07/31/12

Submitted By: Wendy Goldberg

Total Number of board seats: 12

As per Exhibit D. Please also list any vacancies within the board itself, so that the required amount of board members is equal to the board by-laws.
Sector: Please indicate P=Public, PR= Private, L= Low Income
**Please indicate vacancy title, and date of vacancy in the "Name" field.

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Carole Groom	Executive Director	400 County Center Redwood City, CA 94063	P	650-363-4568	cgroom@smcgov.org
Teri Chin	Board Chair	2600 Middlefield Road Redwood City, CA 94063	P	650-780-7510	tchin@redwoodcity.org
Rose Jacobs Gibson	Additional Authorized signer of the Contract	400 County Center Redwood City, CA 94063	P	650-363-4570	rjacobsgibson@smcgov.org
Pedro Gonzalez	Vice Mayor	400 Grand Avenue South San Francisco, CA 94080	P	650-877-8500	pedro.gonzalez@ssf.net
Sheryl Young	Chief Executive Officer	600 Trousdale Drive Burlingame, CA 94010	PR	650-259-8500	syoung@gatepath.com
Erica Wood	Vice President	2440 West El Camino Real, Suite 300 Mountain View, CA 94040	PR	650-450-5400	ekwood@siliconvalleycf.org
Dr. Faye McNair-Knox, Ph.D.	Executive Director	1798-B Bay Road East Palo Alto, CA 94303	PR	650-334-7426	mcnair@1epa.org
Marquisa Hawkins	Case Manager	260 Van Buren Road Menlo Park, CA 94025	L	650-325-8719	mhawkins@shelternetwork.org

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
Exhibit D, Attachment II
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Jennifer Jackson	Case Manager	2082 Georgetown Street East Palo Alto, CA 94303	L	650-324-8487	jj94303@gmail.com
Rodmy Menjivar	Community Member	687 Claridge Drive Pacifica, CA 94044	L	650-201-1119	rodmy_menjivar@yahoo.com
Lorena Vargas de Mendez	Safety Net Manager	4525 Coverdale Road Pescadero, CA 94060	L	650-879-1691	lvargas@mypuente.org
Laura Escobar	Director, Safety Net Program, United Way of	221 Main Street, Suit 300, San Francisco, CA 94015	PR	415-808-4380	lescobar@uawba.org

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY
EDMUND G. BROWN JR., GOVERNOR

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)

To: **All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors**

From: **CSD Audit Services Unit**

Date: **July 17, 2012**

SUPPLEMENTAL AUDIT GUIDE

Introduction

The purpose of this Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedure manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

Auditor's Judgment

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

Selected Items of Cost

Inventory System (All Contracts)

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.

2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.

3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.

4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

Subcontracts (All Contracts)

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.

2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

Weatherization Crew Hours (LIHEAP and DOE Contracts)

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.

2. Trace the monthly closeout report totals for weatherization labor hours to the Contractor's monthly report summaries and reconcile this to the supporting source documents.

Prohibition on Lobbying

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of any contract, grant, loan, or cooperative agreement.

System of Internal Control

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

Use of Indirect Cost Rates or Other Indirect Cost Methodology

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

Basis for Allocation of Costs

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a "positive assurance" statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide "positive assurance" whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

Representation Letter

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor's controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

Engagement Letter

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor's independent auditor or CPA firm.

Supplemental Statements

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item. Please refer to Attachments 1, 2, 3, and 4 for examples of the format to use for the required supplemental statements.

Auditing Standards and Reports

The financial and compliance audit report shall contain the following supplemental financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

a. Contractor's internal control over the contract is effective and working as intended;

b. Reported program expenditures are allowable and allocable;

c. Reported expenditures conform to funding or program limitations or exclusions;

d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;

e. Transactions are properly approved, reported, and supported by source documents;

f. Reported expenditures were incurred within the appropriate contract term; and

g. Contractor complied with applicable laws, regulations, and contract requirements.

American Recovery and Reinvestment Act of 2009 (ARRA) Funds

ARRA IDENTIFICATION

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-"to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

SEPARATE ACCOUNTING

Contractors must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

PREVAILING WAGE

Determine if there is a designated payroll person to certify, on a weekly basis, that the Contractor is paying residential prevailing wage in accordance with the wage determinations as set forth in the ARRA contract.

- LIHEAP Contracts -

ACME COMMUNITY DEVELOPMENT, INC.
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES
CSD CONTRACT NO. 12B-XXXX (WX)
FOR THE PERIOD JAN. 1, 2012 THROUGH DEC. 31, 2012

REVENUE	1-Jan-12 through 30-Jun-12	1-Jul-12 through 31-Dec-12	Total Audited Costs	Total Reported Expenses	**Total Budget**
Grant Revenue	$989,357	$0	$989,357		**$989,357**
Interest Income	$406	$0	$406		
Other Income	$0	$0	$0		
Deferred Revenue Earned	$0	$8,753	$8,753		
Deferred Grant Revenue	$0	$0	$0		
Total Revenue:	$989,763	$8,753	$998,516		**$989,357**
EXPENDITURES (1)					
Administration					
Salaries & Wages	$28,953	$1,170	$30,123	$30,123	**$30,123**
Fringe Benefits	$11,324	$360	$11,684	$11,684	**$11,684**
Facilities	$23,704	($1,530)	$22,174	$22,174	**$22,174**
Utilities	$2,678	$0	$2,678	$2,678	**$2,678**
Equipment	$0	$0	$0	$0	**$0**
Telephone - Communications	$3,599	$0	$3,599	$3,599	**$3,599**
Travel	$0	$0	$0	$0	**$0**
Accounting	$0	$0	$0	$0	**$0**
Audit Costs	$2,821	$0	$2,821	$2,821	**$2,821**
Insurance - Bonding	$0	$0	$0	$0	**$0**
Office Supplies	$1,772	$0	$1,772	$1,772	**$1,772**
Total Administration Costs:	$74,851	$0	$74,851	$74,851	**$74,851**
Program					
Intake	$19,602	$0	$19,602	$19,602	**$19,602**
Outreach	$49,007	$0	$49,007	$49,007	**$49,007**
Training & Technical Assistance	$9,722	$0	$9,722	$9,722	**$9,722**
Direct Program Activities	$774,659	$8,661	$783,320	$783,320	**$783,320**
Liability Insurance	$29,013	$0	$29,013	$29,013	**$29,013**
Vehicle & Equipment	$0	$0	$0	$0	**$0**
Workers' Compensation	$23,750	$92	$23,842	$23,842	**$23,842**
Total Program Costs:	$905,753	$8,753	$914,506	$914,506	**$914,506**
Total Costs:	$980,604	$8,753	$989,357	$989,357	**$989,357**

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

Attachment No. 2

ACME COMMUNITY DEVELOPMENT, INC.
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES
CSD CONTRACT NO. 12B-XXXX (ECIP)
FOR THE PERIOD JAN. 1, 2012 THROUGH DEC. 31, 2012

	1-Jan-12 through 30-Jun-12	1-Jul-12 through 31-Dec-12	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	$707,262	$269,800	$977,062		**$477,635**
Interest Income	$0		$0		
Other Income	$0	$260	$260		
Deferred Revenue Earned	$0				
Deferred Grant Revenue	$0	($3,089)	($3,089)		
Total Revenue:	$707,262	$266,971	$974,233		**$477,635**
EXPENDITURES (1)					
Administration					
Salaries & Wages	$83,144	$6,477	$89,621	$89,621	**$89,621**
Fringe Benefits	$30,169	$2,181	$32,350	$32,350	**$32,350**
Facilities	$22,814	$4,692	$27,506	$27,506	**$27,506**
Utilities	$5,565	$0	$5,565	$5,565	**$5,565**
Equipment	$0	$0	$0	$0	**$0**
Telephone - Communications	$4,857	$913	$5,770	$5,770	**$5,770**
Travel	$0	$787	$787	$787	**$787**
Accounting	$0	$0	$0	$0	**$0**
Audit Costs	$7,553	$772	$8,325	$8,325	**$8,325**
Office Supplies	$5,346	$544	$5,890	$5,890	**$5,890**
Total A-16/ECIP/HEAP Administration Costs:	$159,448	$16,366	$175,814	$175,814	**$175,814**
Program					
Assurance 16 Costs	$198,472	$113,056	$311,528	$311,528	**$311,528**
ECIP/HEAP Intake	$85,691	$76,233	$161,924	$161,924	**$161,924**
ECIP/HEAP Outreach	$125,481	$113,456	$238,937	$238,937	**$238,937**
Cooling Services Repair/Replacement	$5,045	$18,126	$23,171	$23,171	**$23,171**
Heating Services Repair/Replacement	$0	$18,122	$18,122	$18,122	**$18,122**
Water Heater Repair/Replacement	$0	$1,203	$1,203	$1,203	**$1,203**
Supplemental Heating & Cooling Costs	$0	$0	$0	$0	**$0**
ECIP WPO	$22,000	$4,500	$26,500	$26,500	**$26,500**
SWEATS	$0	$0	$0	$0	**$0**
HEAP WPO	$27,000	$21,000	$48,000	$48,000	**$48,000**
Liability Insurance	$494	$1,904	$2,398	$2,398	**$2,398**
Training & Technical Assistance	$0	$0	$0	$0	**$0**
Vehicle & Equipment	$0	$0	$0	$0	**$0**
Workers' Compensation	$1,594	$8,188	$9,782	$9,782	**$9,782**
Total Program Costs:	$465,777	$375,788	$841,565	$841,565	**$841,565**
Total Costs:	$625,225	$392,154	$1,017,379	$1,017,379	**$1,017,379**

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

- DOE Contracts -

ACME COMMUNITY DEVELOPMENT, INC.
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES
CSD CONTRACT NO. 11C-XXXX
FOR THE PERIOD DECEMBER 1, 2011 THROUGH JUNE 30, 2013

	1-Dec-11 through 30-Jun-12	1-Jul-12 through 30-Jun-13	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	$28,117	$98,620	$126,737		**$117,446**
Interest Income	$156	$300	$456		
Other Income	$0	$0	$0		
Deferred Revenue Earned	$0	$0	$0		
Deferred Grant Revenue	$0	$0	$0		
Total Revenue:	$28,273	$98,920	$127,193		**$117,446**
EXPENDITURES (1)					
Administration					
Salaries & Wages	$1,023	$2,385	$3,408	$3,329	**$4,100**
Fringe Benefits	$267	$623	$890	$999	**$1,260**
Facilities	$371	$864	$1,235	$1,109	**$1,800**
Equipment	$0	$126	$126	$126	**$126**
Equipment ($5,000 or more)	$0	$0	$0	$0	**$0**
Telephone - Communications	$35	$80	$115	$125	**$170**
Travel	$95	$0	$95	$115	**$420**
Audit Costs	$0	$750	$750	$1,100	**$1,100**
Office Supplies	$45	$105	$150	$147	**$420**
Total Administration Costs:	$1,836	$4,933	$6,769	$7,050	**$9,396**
Program					
Training & Technical Assistance	$2,000	$13,965	$15,965	$15,569	**$6,000**
Liability Insurance	$1,194	$8,340	$9,534	$9,534	**$7,600**
Vehicle Insurance	$666	$4,660	$5,326	$5,452	**$5,400**
Major Vehicle & Field Equip. ($5,000 or more)	$0	$0	$0	$0	**$0**
Subtotal	$3,860	$26,965	$30,825	$30,555	**$19,000**
Intake	$1,207	$8,445	$9,652	$13,903	**$5,400**
Outreach	$3,996	$27,969	$31,965	$31,965	**$17,355**
Client Education	$2,856	$19,991	$22,847	$19,721	**$49,000**
Workers' Compensation	$653	$4,569	$5,222	$5,222	**$8,150**
Minor Vehicle & Field Equip. (Less than $5,000)	$351	$2,457	$2,808	$2,133	**$5,000**
General/Operating Expenses	$54	$485	$539	$675	**$200**
Direct Program Activities	$37	$262	$299	$299	**$470**
Subtotal	$9,154	$64,178	$73,332	$73,918	**$85,575**
Health & Safety	$253	$1,772	$2,025	$1,900	**$2,420**
Total Program Costs:	$26,281	$184,058	$210,339	$210,846	**$211,570**
Total Costs:	$28,117	$98,620	$217,108	$217,896	**$220,966**
Revenue over/(under) costs			($89,915)		

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

- CSBG Contracts -

Attachment No. 4

ACME COMMUNITY DEVELOPMENT INC
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES
CSD CONTRACT NO. 12F-XXXX
FOR THE PERIOD JAN. 1, 2012 THROUGH DEC. 31, 2012

	1-Jan-12 through 30-Jun-12	1-Jul-12 through 31-Dec-12	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	$1,853,239	$5,672,178	$7,525,417	$7,525,417	**$7,525,417**
Interest Income	$5,758	$7,005	$12,763	$12,763	
Other Income	$0	$0		$0	
Total Revenue:	$1,858,997	$5,679,183	$7,538,180	$7,538,180	**$7,525,417**
EXPENDITURES (1)					
Administrative Costs					
Salaries & Wages	$360,960	$916,962	$1,277,922	$1,277,922	**$1,013,562**
Fringe benefits	$120,577	$306,476	$427,053	$427,053	**$370,355**
Operating Expenses	$47,985	$101,673	$149,658	$149,658	**$198,524**
Equipment	$0	$0	$0	$0	**$0**
Out-of-State Travel	$0	$0	$0	$0	**$9,020**
Subcontactor Services	$0	$0	$0	$0	**$0**
Other Costs	$16,062	$54,864	$70,926	$70,926	**$302,796**
Total Administrative Costs:	$545,584	$1,379,975	$1,925,559	$1,925,559	**$1,894,257**
Program Costs					
Salaries & Wages	$0	$55,894	$55,894	$55,894	**$60,051**
Fringe benefits	$0	$13,529	$13,529	$13,529	**$18,280**
Operating Expenses	$0	$0	$0	$0	**$0**
Equipment	$0	$0	$0	$0	**$0**
Out-of-State Travel	$0	$0	$0	$0	**$0**
Subcontactor Services	$449,571	$5,088,521	$5,538,092	$5,538,092	**$5,538,092**
Other Costs	$0	$5,106	$5,106	$5,106	**$14,737**
Total Program Costs	$449,571	$5,163,050	$5,612,621	$5,612,621	**$5,631,160**
Total Costs:	$995,155	$6,543,025	$7,538,180	$7,538,180	**$7,525,417**
Revenue over (under) costs	$863,842	($863,842)	$0	$0	$0

(1) Please note that the supplemental statement should be based on the budget line items contained in the contract, and will need to be adjusted to incorporate the line items applicable to specific contracts.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.

D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

F. As provided in EXHIBIT D, Paragraph 10.A. of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

EXHIBIT E
(Standard Agreement)

2. PROCUREMENT

A. Contract Administration

1) Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit A to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.

EXHIBIT E
(Standard Agreement)

5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with the following requirement:

   a. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:

      i. Any articles, supplies, equipment or services having a per-unit cost in excess of $5,000; or

      ii. Any articles, supplies or equipment where the total contract amount exceeds $100,000.

6) Noncompliance with any of the provisions in this Section 2 shall result in a disallowance of the costs of the procurement transaction.

7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:

   a. Maintaining insurance coverage against loss or damage to such property or equipment.

   b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

EXHIBIT E
(Standard Agreement)

3. AFFIRMATIVE ACTION COMPLIANCE

A. Each Contractor or subcontractor with 50 or more employees and an agreement of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.

C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

4. NONDISCRIMINATION COMPLIANCE

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

B. Contractor hereby certifies compliance with the following:

1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.

2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.

3) Rehabilitation Act of 1973, as amended.

4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.

6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

EXHIBIT E
(Standard Agreement)

5. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see http://providers.csd.ca.gov/.

3) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see http://providers.csd.ca.gov/.

B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.

2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

EXHIBIT E
(Standard Agreement)

E. Lobbying Activities

1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.

2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT G, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

A. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.

D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

EXHIBIT E
(Standard Agreement)

7. RECORD-KEEPING

A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.

B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.

C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their twenty (20) day right to appeal to the State for an administrative hearing pursuant to 42 USC 8624(b)(13), as amended.

B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.

C. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the Parties.

9. CSBG TERMS, CONDITIONS AND PROVISIONS FISCAL YEAR 2013

A. Program Standards

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revision.

EXHIBIT E
(Standard Agreement)

B. Administrative Requirements in accordance with Title 45 of the Code of Federal Regulations (CFR).

45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 30 – Claims Collection;
45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title;
45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 96 – Block Grants;
45 CFR Part 97 – Consolidation of Grants to the Insular Areas;
45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit http://providers.csd.ca.gov/

C. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

EXHIBIT E
(Standard Agreement)

Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

D. In accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

E. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

10. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (DUNS) REQUIREMENTS

Contractor shall provide to CSD a nine-digit Data Universal Numbering System (DUNS) number and register/maintain active registration in Central Contractor Registration (CCR) as a prerequisite to execution of this Agreement and/or release of any funds under this Agreement. Contractor shall include its DUNS number and verification of CCR status with its Community Action Plan.

EXHIBIT F
(Standard Agreement)

DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 9902 and Govt. Code § 12730) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100601), or as more specifically defined as:

Agreement:	The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
Amendment:	A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
Authorized Agent:	The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.
Board of Directors:	For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.
Community Action Agency:	A public, or private nonprofit, agency that fulfills all requirements of Government Code § 12750.
Contractor:	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
CSD:	The State of California Department of Community Services and Development.

EXHIBIT F
(Standard Agreement)

Equipment:	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or $5000.
Final Allocation:	The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.
Limited Purpose Agency (LPA):	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
Maximum Amount:	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
Modification:	An immaterial change to this Agreement that does not require an Amendment.
Native American Indian program (NAI):	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
Parties:	CSD on behalf of the State of California, and the Contractor.
Program:	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
State:	The State of California Department of Community Services and Development.

EXHIBIT F
(Standard Agreement)

Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

EXHIBIT G

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2013 through December 31, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Director
Title

Signature

San Mateo County Human Services Agency
Agency/Organization

1-17-13
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency

Date: February 2, 2013
Board Meeting Date: February 26, 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 WestEd

RECOMMENDATION:
Adopt a Resolution authorizing an Agreement with WestEd to design and implement an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities, for the term of October 22, 2012 through June 30, 2015, in the amount of $365,000.

BACKGROUND:
In December 2011, the Employment and Training Administration (ETA), of the U.S. Department of Labor (DOL), announced the availability of approximately $98.5 million in Workforce Innovation Fund grants authorized by the Full-Year Continuing Appropriations Act, 2011 (P.L. 112-10). These funds support pilot programs and innovative approaches to the design and delivery of employment and training services that generate long-term improvements in the performance of the public workforce system. Workforce Development of San Mateo County, in partnership with the Alliance for Language Learners' Integration, Education, and Success (ALLIES), Work2future, and NOVA, submitted the Silicon Valley (SV) ALLIES Innovation Initiative proposal to address a dual problem: 1) the need for English language instruction for working age immigrants in San Mateo and Santa Clara counties, 2) the need for a decentralized delivery system with coordinated infrastructure to meet the needs of 20,000 adult English language learners annually.

The receipt of the Workforce Innovation Fund grant from the U.S. Department of Labor for employment and training services in the amount of $2,632,250 was approved by San Mateo County Board of Supervisors on November 6, 2012 by Resolution Number 072254. These funds support long-term improvements in the performance of the public workforce system. A high level goal of the grant is the development and administration of a well thought-out and managed evaluation plan. The County's evaluation process must employ developmental, formative, and outcome evaluation methods to achieve the

overall goal of the grant – accelerating adult immigrant English language learners' success in education and career options.

DISCUSSION:

The overarching goal of this grant is to develop a model that connects workers requiring English-language acquisition, work readiness, and career-technical training to high-need regional career pathways through a structured and coordinated multi-sector network across workforce development, education, business and labor, and support organizations. The eventual outcome of this grant is the education and placement of immigrants into higher-paying, more productive careers. After a rigorous selection process, WestEd has been chosen to assist the County to design and implement an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities.

The evaluation plan consists of a combination of three types of evaluations: developmental evaluation, formative evaluation and summative evaluation.

The context of the evaluation will be developed from the goals established by the Silicon Valley ALLIES Steering Committee. The Steering Committee is comprised of the WIB Directors from NOVA, work2future, and Workforce Development San Mateo County, and various business, labor, community organization and education leaders. Their function is to develop the strategic direction for the SV ALLIES initiative and develop common goals and metrics.

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 this Agreement and Resolution as to form and the Contractor meets insurance certification requirements. This Agreement was delayed due to changes in the Workforce Investment Board and reorganization of Workforce Development staff along with complex negotiations.

Acceptance of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by connecting workers to higher-paying, more productive careers. It is estimated that an additional 2,000 immigrant workers will be impacted by the evolving model beginning in FY 2014-15 and 40 percent will utilize at least one work readiness/skill development service at one of the three one-stop systems in San Mateo and Santa Clara County. It is anticipated that the number of participants utilizing at least one work readiness/skill development service will increase over time, after closeout of the grant-funded period.

PERFORMANCE MEASURE(S):

Measure	FY 2013-14 Projected	FY 2014-15 Projected
Percent of participants who received English as a Second Language (ESL)	N/A	49%

training through the integrated SV ALLIES program that go on to complete a vocational training program and/or earn an industry-recognized credential.		

*The program model will be developed over the first two years of the grant and implementation in the third fiscal year.

FISCAL IMPACT:

The term of the Agreements is October 22, 2012 through June 30, 2015. The Agreement is in the amount of $365,000. This Agreement is funded by the U.S. Department of Labor. Expenses incurred in association with this Agreement are 100% claimable and refundable. Appropriations have been included in the FY 2012- 2013 Adopted Budget, and will be included in the FY 2013-14 and FY 2014-15 Recommended Budgets. There is no Net County Cost.

RESOLUTION NO. _____

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

*** * * * * ***

RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTED TO DESIGN AND IMPLEMENT AN EVALUATION PLAN THAT ANALYZES THE PROCESS, OUTPUT AND OUTCOME DATA FOR BOTH MODEL SYSTEM-BUILDING AND FOR PATICIPANT ACTIVITIES, FOR THE TERM OF OCTOBER 22, 2012 THROUGH JUNE 30, 2015, IN THE AMOUNT OF $365,000

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

WHEREAS, the County of San Mateo Workforce Development received a grant in November of 2012 from the U.S. Department of Labor to support pilot programs and innovative approaches to the design and delivery of employment and training services; and

WHEREAS, the overarching goal of this grant is to develop a model that connects workers requiring English-language acquisition, work readiness, and career-technical training to high-need regional career pathways through a structured and coordinated multi-sector network across workforce development, education, business and labor, and support organizations; and

WHEREAS, WestEd will provide the design and delivery (implementation) of an evaluation plan that analyzes process, output and outcome data for both model system-building and for participant activities for the term of October 22, 2012 through June 30, 2015, for the amount of $365,000; and

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

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

* * * * * *

AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO
AND
WESTED

THIS AGREEMENT, entered into this _____ day of _____ , 20_____,

by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WEST

ED, 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 design and implementation of an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities.

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

1. Exhibits and Attachments

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

Exhibit A—Scope of Work
Exhibit B—Payments and Rates
Exhibit C – Program Specific Requirements
Attachment I—§504 Compliance
Attachment II – Contractor's Declaration Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred Sixty Five Thousand Dollars, ($365,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 22, 2012 through June 30, 2015.

This Agreement may be terminated by Contractor, the Director of 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 I will comply with such provisions before commencing the performance of

the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

   i) termination of this Agreement;

   ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

iii) liquidated damages of $2,500 per violation;
iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. <u>Compliance with Contractor Employee Jury Service Ordinance</u>

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

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to: County of San Mateo – Workforce Development
John Joy, Director, San Mateo County Works
262 Harbor Boulevard, Building A
Belmont, CA 94002
(650) 802-5173

In the case of Contractor, to: West Ed
Virgilio Tinio Jr., Contracts Administrator
730 Harrison Street
San Francisco, CA 94107
(415) 565-3012

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

WEST ED

_____
Contractor's Signature

Virgilio F. Tinio, Jr.
Contracts Administrator
WestEd

Date: 1/9/13

Long Form Agreement/Non Business Associate v 8/19/08

Exhibit A
Contract with West Ed
Scope of Work

I. Project Goals:

The goal of this contract is to obtain the design and implementation of an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities.

II. Contractor Services:

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

The Contractor shall be responsible for design and implementation of an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities. Specific deliverables have been established; however deliverables may change as the project progresses. Deliverables may be changed or added as agreed upon by all parties. The timeline shown is an estimate. The timeline may be adjusted as agreed upon by all parties. Deliverables include but are not limited to the following:

Phase I: Developmental Evaluation – the purpose of this evaluation is to create rigorous inquiry that supports innovation in complex systems. A major goal of this project is to create change and to document the process. This evaluation type will seek to capture information about how the context of dynamics of change influence new practices that lead to desired outcome. The evaluation is learning focused. Questions to be answered are: A) What produces changes, B) What are we learning, C) What is being created, D) What idea/plans are emerging, and E) How are ideas being explored. Phase I deliverables include the following:

- Refine Evaluation Plan
- Develop and Collect Data
- Produce and Present Quarterly Reports
- Disseminate Findings

Phase II: Formative Evaluation – the purpose of this evaluation is to create rigorous examination of program implementation to improve design and performance. This evaluation seeks to learn what factors affect why a program is working or not. It is process focused. Questions to be answered are: A) Have things gone as planned, B) How have/can activities be standardized, C) What could/should be enhanced, and D) How can the project be refined. Phase II deliverables include the following:

- Refine Evaluation Plan
- Develop and Collect Data
- Produce and Present Quarterly Reports
- Produce and Present Summary Reports
- Disseminate Findings

Phase III: Summative Evaluation – the purpose of this evaluation is to create rigorous

analysis to determine with the project achieved. It looks at the impact of intervention on target groups (ESL learners) and is outcome focused. It seeks to answer the following: A) Have project goals been met, B) What difference/impact has been made, C) Where there unintended consequences, D) What worked, what didn't and why, and E) What can be done to improve results. Phase III deliverables include the following:

- Refine Evaluation Plan
- Develop and Collect Data
- Produce and Present Quarterly Reports
- Produce and Present Summary Reports
- Disseminate Findings

III. Monitoring Requirement

Contractor shall provide Reports throughout the project and Summary Reports in year two and year three as outlined below:

1. Deliverables completed;
2. Plan Development;
3. Model Development;
4. Data Collection;
5. Cost Accounting; and
6. Overall Progress of Project

Reports should be submitted to: Dann Bergman, Human Services Agency Workforce Development - 262 Harbor Boulevard, Building A - Belmont, CA 94002.

Exhibit B
West Ed
Payments and Rates

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

1. County shall pay contractor based on phases listed below and the deliverables completed as shown in Exhibit A.
2. The grant from the US Department of Labor shall be managed in compliance with all federal and state guidelines using cost accounting and cost reimbursement methodology.
3. Under no circumstances shall services under this agreement exceed $365,000.

Phase I:	Cost
Task 1.1 Refine Evaluation Plan	$37,911
Task 1.2 Develop and Collect Data	$24,045
Task 1.3 Produce and Present Quarterly Reports	$35,772
Task 1.4 Disseminate Findings	$39,996
Year One Total	**$137,724**

Phase II:	
Task 2.1 Refine Evaluation Plan	$25,365
Task 2.2 Develop and Collect Data	$16,448
Task 2.3 Produce and Present Quarterly Reports	$25,152
Task 2.4 Produce and Present Summary Reports	$26,955
Task 2.5 Disseminate Findings	$27,545
Year Two Total	**$121,465**

Phase III:	
Task 3.1 Refine Evaluation Plan	$22,669
Task 3.2 Develop and Collect Data	$14,165
Task 3.3 Produce and Present Quarterly Reports	$21,575
Task 3.4 Produce and Present Summary Reports	$23,522
Task 3.5 Disseminate Findings	$23,880
Year Three Total	**$105,811**

TOTAL	**$365,000**

Exhibit C

EMPLOYMENT AND TRAINING ADMINISTRATION
WORKFORCE INVESTMENT ACT
PROGRAM SPECIFIC REQUIREMENTS

GENERAL PROVISIONS

Section 1: Compliance

In performance of this agreement, Contractor will fully comply with:

a. The provisions of the WIA and all regulations, directives, policies, procedures, amendments and executive orders including but not limited to Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) issued pursuant thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace WIA;

b. The Family Economic Security Act (FESA), California Unemployment Insurance Code Section 15000 et. seq., to the extent permitted by federal law; all State regulations and Governor's policies, directives and procedures issued pursuant to FESA; and legislation, regulation, policy and/or procedures which may replace FESA.

c. Contractor will ensure diligence in managing programs under this agreement including the carrying out of the appropriate internal monitoring activities and in taking prompt corrective action against known violations of the WIA.

d. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.

Section 2: Certifications

Except as otherwise indicated, the following certifications apply to all Contractors.

a. Corporate Registration – Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.

b. Sectarian Activities – Contractor certifies that this agreement does not provide for the advancement of or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

c. Prior Findings – Contractor, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts, *Debarment and Suspension Certification:* By signing this agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations implementing Executive Orders 12459 and 12689, Debarment and

Suspension, 29 C.F.R. Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.

4. Have not within a three year period preceding this agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

e. *Drug-Free Workplace Certification:* By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

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

3. Provide, as required by Government Code Section 8355©, that every employee who works on the proposed contract:

   - will receive a copy of the company's drug-free policy statement; and,
   - will agree to abide by the terms of the company's statement as a condition of employment on the contract.

f. *Lobbying Restrictions:* By signing this agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (exhibit 1), "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for subgrant/contract transactions over $100,000 (per OMB) at all tiers (including subgrants, contract and subcontracts, under grants, loan or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance is places when this transaction is executed. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each failure.

g. *National Labor Relations Board:* The Contractor (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

h. *Union Activities:* Contractor, by signing this Grant, hereby acknowledges the applicability of Governmental Code 16645 through 16649 to this Agreement. Furthermore, Contractor , by signing this agreement, hereby certifies that:

1. No state funds disbursed by this agreement will be used to assist, promote or deter union organizing.

2. Contractor shall account for state funds disbursed for a specific expenditure by this agreement, to show those funds were allocated to that expenditure.

3. Contractor shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the program.

4. If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.

i. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:

   1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earning assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

j. Contractor certifies that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted program.

k. Contractor certifies that it will comply with the provisions of Hatch Act, which limits the political activity of certain State and local government employees as appropriate. No program under the Act may involve political activity.

l. If the amount of the Agreement exceeds $100,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act and 508 of the Clean Water Act.

m. Contractor certifies that it possesses the legal authority to apply for the funding; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the application to act in connection with the application and to provide such additional information as may be required.

n. Contractor will maintain appropriate standards for health and safety in work and training situations.

o. Contractor will ensure that any and all construction laborers and mechanics employed under this agreement shall be paid wages in accordance with the Davis-Bacon Act as amended (40U.S.C. 276a-276a-7), and will be covered by labor standards pursuant to the Davis-Bacon Act.

p. Contractor certifies that all training, instructional and on-the-job, shall only be for occupations for which the County of San Mateo has determined that there is a reasonable expectation for employment in the area in which the participant intends to seek employment.

q. Contractor certifies that no program shall impair existing contracts for services or collective bargaining agreements, except that WIA-funded programs which would be inconsistent with the terms of a collective bargaining agreement shall not be undertaken without the written concurrence of the labor organization and employer concerned. No funds under this agreement shall be used to assist, deter, or promote union organization.

r. Contractor certifies that no participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or substantially equivalent job,

or (2) when the employer has terminated the employment of a regular employee or otherwise reduced its work force with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

s. Contractor certifies that no participant who is engaged in a WIA funded program may be charged a fee for placement or referral services.

t. Contractor certifies that no funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.

u. Contractor will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.

v. Contractor certifies that it will comply with the mandatory standards and policies related to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 96-163).

Section 3: Standards of Conduct

The following standards apply to Contractor:

a. General Assurance – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain. Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.

b. Employment of Former State Employees – Contractor will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.

c. Conducting Business Involving Relatives – No relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Contractor.

d. Conducting Business Involving Close Personal Friends and Associates – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the Work Force Investment Board (WIB), a permanent record of the transaction will be retained.

e. Avoidance of Conflict of Economic Interest – An executive or employee of the Contractor, an elected official in the area or a member of a WIB, will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the Contractor. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

f. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines and interpretations issued thereto.

g. Employment of Former State Employees: The Contractor will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any part or phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.

Section 4: Coordination

a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with the other programs under the WIA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the State and local level.

b. Contractor shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.

c. Contractor shall, to the maximum extent feasible, coordinate services with the appropriate Veterans Administration Facilities in utilizing apprenticeship and other on-the-job training activities under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.

d. Contractor shall take appropriate steps to provide for increased participation of women in non-traditional jobs.

Section 5: Property

a. All property, finished or unfinished documents, data, studies and reports prepared or purchased by the Contractor under this Agreement, will be disposed of in accordance with the direction of the County. In addition, any tools and/or equipment furnished to the Contractor by the County and/or purchased by the Contractor with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the United States Government and/or the County of San Mateo. Upon termination of this agreement, Contractor will immediately return such tools and/or equipment to the County or dispose of them in accordance with the direction of the County of San Mateo.

b. Contractor will follow the applicable federal regulations and state directives when purchasing supplies and equipment. Subgrantees will submit a written request and receive approval before making any purchase of an item with a base price of $5,000 or greater.

c. In the event of untimely delivery or defectiveness of County furnished property, Contractor will continue to be obligated to continue performance under this Agreement without any adjustment in cost to the County. Contractor shall at all times be liable for the loss or destruction of any County furnished property under this Agreement.

d. Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

e. Contractor shall acquire, maintain and/or dispose of property purchased with funds received under this agreements, from pervious agreements and County purchased property located at the Contractor's site in accordance with the WIA Regulations for property purchased with WIA funds, and in accordance with County procedures for other property.

f. Contractor must account for and control WIA and County property. Adequate records shall be maintained to reflect the location of such property at all times. Equipment shall not be removed from the premises without the prior written approval of the County.

g. Contractor shall report loss, damage or theft of any property to the County and to the appropriate local authorities within two (2) hours of discovery. Property stolen, damaged or destroyed shall be replaced by Contractor with non-federal funds. Contractor must ensure that title for any replacement equipment clearly rests with the County. In the event of untimely delivery of defectiveness of County furnished property, Contractor will continue to be obligate to continue performance under this agreement without any adjustment in cost to the County.

h. WIA equipment is to be limited to use within the activities outlined in this agreement. If purchased for the purpose of providing training to WIA participants, equipment shall be used solely for the use of WIA unless the County has approved a shared agreement.

Section 5A: Intellectual Property Provisions

1. Federal Funding

In any agreement funded in whole or in part by the federal government, County may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the worlds in any manner for governmental purposes and to have and permit others to do so.

2. Ownership
   (a) Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or County which result directly or indirectly from this Agreement.

   (b) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service arks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, county or jurisdiction.

      1) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, education materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

   (c) In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Subgrant. Except as otherwise set forth herein, Contractor shall not use any

of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor the County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(d) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of **paragraphs one through nine**. Such terms must include, but are not limited to, the Contractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or County and which result directly or indirectly from this Agreement or any contract.

(e) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

3. Retained Rights/License Rights

(a) Except for Intellectual Property made, conceived, derived from or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Contractor assigns all rights, titles and interest in the Intellectual Property as set forth herein.

(b) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Subgrant, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of **paragraph one through nine** or result in a breach of any provisions of law relating to confidentiality.

4. Copyright

(a) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, Section 2, paragraph (b) 1.) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection

with the performance of this Agreement will be "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement.

(b) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from the County.

5. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to County a license as described under **paragraph three** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

6. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining County's prior written approval; and (ii) granting to or obtaining for County's, without additional compensation, a license, as described in **paragraph three**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to County.

7. Warranties

(a) Contractor represents and warrants that:

1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement

2) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor and which result directly of indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign county. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

3) Neither Contractor's performance nor any part its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, not limited to, consents, waivers or releases from all authors.

5) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

6) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Agreement.

7) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(b) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROEPRTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

8. Intellectual Property Indemnity

(a) Contractor shall indemnity, defend and hold harmless the County and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action,

or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Subgrant. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(b) Should any Intellectual Property licensed by the Contractor to County under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonable and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replace or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Agreement, without restrictions or limitation of any other rights and remedies available at law or in equity.

(c) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of **paragraphs one through nine** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

9. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

Section 6: Termination

a. Should Contractor fail to perform the covenants contained herein at the time and in the manner herein provided, the County may at that time or any time thereafter terminate this agreement upon written notice. In the event of such termination, County may immediately proceed with the work to be performed under this agreement in any manner deemed proper by the County. County may at its sole discretion, deduct from the total amount paid to Contractor under this Agreement all or part of the cost associated with completion of such work.

b. In the event that invoices are in the County's opinion inconsistent with Exhibit B, Rate and Terms of Payment, or if other irregularities exist, County may withhold all or part of the funds under this Agreement until resolution of the inconsistencies/irregularities to County's satisfaction, provided that the County will not unreasonable withhold funds.

c. All funds under this Agreement must be spent only in conformity with the Exhibits A, B and C attached hereto. County reserves the right to withhold funds, require re-planning or take appropriate actions in the event that expenditures are not consistent with the levels in the budget.

Section 7: Amendments

This agreement may be modified by the County upon written notice to the Contractor under the following circumstances:

a. There is an increase or decrease in Federal or State funding levels.

b. A modification is required in order to implement an adjustment of modification to the plan of the program described in Exhibit A, Description of Services.

c. Funds awarded to the Contractor have not been expended in accordance with the schedule included in the approved plan of the program described in Exhibit A. After consultation with the Contractor, the County has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a timely manner consistent with State and federal law, regulations and policies, reverting to the County.

d. There is a change in State or Federal law or regulation requiring a change in the provisions of this Agreement.

e. County shall monitor this Agreement by evaluating the performance indicators described in Exhibit A. Contractor will make every effort to keep the performance indicators at the level agreed to in the Agreement; however, if any performance indicator falls below eighty percent (80%) for three (3) consecutive months, the contract may be renegotiated.

f. Except as provided above, this Agreement may be amended only in writing by the mutual agreement of both parties.

Section 8: Management Information Systems Policies and Procedures

a. Contractor shall comply with the Job Training Automation (JTA) system policies and procedures contained in the Workforce Investment Act Handbook as amended and revised, and any directive or other bulletin issued which clarifies or modifies County policies and procedures.

b. If the Contractor conducts eligibility determination, Contractor shall assure that only eligible participants (supported with documentation) are enrolled in the program funded under this Agreement. Failure of this condition shall entitle County to recover disallowed costs incurred by any ineligible participant.

Section 9: Accounting and Cash Management

a. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIA, Federal and State regulations and directives to ensure the proper accounting for program funds paid under this agreement.

b. Contractor shall maintain fiscal accounts in a manner sufficient to permit tracking of funds received and levels of expenditures. Records and books shall be audible and up to date at all times.

c. Income (including interest income) generated as a result of the receipt of funds under this agreement will be utilized in accordance with the policy and procedure established by the County. Contractor will account for any such income generated separately.

d. Contractor shall immediately advise County of any improper or fraudulent use of funds under this Agreement, any misinformation supplied to County, or any circumstances giving rise to possible or apparent misuse of funds and do the following:

1. All such instances must be reported to the Compliance Review Division (CRD) and the Office of Inspector General (OIG) at the following addresses:
   Compliance Review Division

   722 Capitol Mall MIC 22M

   PO Box 826880

   Sacramento, CA 94280-0001

   Department Of Labor, Office of the Inspector General

   200 Constitution Avenue, NW

   Room S-5502

   Washington, DC 20210

2. A written report must be filed within one day of detection or discovery of the incident.

e. Contractor may be required to establish a separate bank or trust account for funds received, and shall maintain a separate fund accounting for these funds.

f. Contractors that are public or non-profit entities with a fixed unit price agreement shall use revenues in excess of costs, or so called "profits" for the following purposes:

1. Add the "profit" to funds committed to the program and use it to further program objectives; or

2. Deduct the "profit" from the fixed unit price performance billing in determining the net amount on which WIA share of billing will be used;

3. Use the "profit" to satisfy the WIA matching requirements, if applicable.

In addition, Contractor shall:

1. Submit the amount of excess revenue or "profit" to San Mateo County WIB within 45 days after the end of the fiscal year; and

2. Maintain the necessary financial records which account for the use of these funds, in anticipation of possible audit.

3. Remit immediately to the San Mateo County WIB any excess revenue which will not be utilized within one year after the end of the fiscal year in which it was earned.

g. Costs incurred before and after the effective dates of the Agreement will not be allowed.

h. Contractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the County upon receipt of such funds or notification of award of such funds.

Section 10: Reporting

a. Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County.

b. Contractor shall submit an invoice/report within 15 calendar days after the end of each month unless a different due date is granted in writing by the County Representative.

Section 11: Grievance and Complaint System

Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, Federal Regulations and State Statues, Regulations and Policy and Peninsula Works MOU.

Section 12: Conflicts

a. Contractor will cooperate in the resolution of any conflict with the U.S. Department of Labor which may occur from the activities funded under this Agreement.

b. In the event of a dispute between the Contractor and the County over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Contractor and the County. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

Section 13: Audits

a. The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

b. The Contractor and/or auditors performing monitoring or audits of the Contractor or its subcontracting service providers will immediately report to the County any incident of fraud, abuse or other criminal activity in relation to this Agreement, the WIA, or its regulations.

c. Before any funds are issued under this Agreement the Contractor will submit, to the County, the findings of the most recent audit. The Contractor will demonstrate that its financial accounting systems are adequate to satisfy Federal audit requirements per Federal Register, 20CFR, Section 629.42, dated February 12, 1988.

d. Contractors that are public school districts, community college districts, or non-profit organizations, receiving $25,000 or more in federal funds will be required to arrange for a financial compliance audit, in accordance with OMB A-110, or A-133 as applicable. Private-for-profit contractors are required to have an audit in accordance with the Workforce Investment Act. This audit must be conducted by an independent CPA chosen through a proper selection process. The cost, or portion of the cost, of such an audit is an allowable expense under WIA if specifically provided for in the cost detail and made a part of this Agreement as reflected in Exhibit B for cost reimbursable agreements. For fixed price agreements the cost of the audit may be negotiated as part of the total fixed price. There will be no further reimbursement for audit costs beyond the fixed price unless specifically identified in the agreed upon budget as a cost reimbursable item. A copy of this audit report must be furnished to the Workforce Investment Board within 15 days of the receipt of the audit report from the auditor.

WIA funds must be shown on the audit report separately and distinctly from the other funds of the Contractor and in accordance with the Federal catalog number. Any audit findings, questioned costs and disallowed costs affecting the WIA funds must be specifically reported and identified in the audit report.

e. Responsibility for Audit Exceptions

1. Audit exceptions are defined as any unfavorable finding in any audit of Contractor's performance under this Agreement. Contractor is aware and is hereby on notice that any and all failure to comply with the Act, all rules, regulations, and amendments promulgated thereunder, relevant Federal, State, and local statutes, rules, and regulations, including requirements of the County, may result in Contractor liability to repay part or all of the funds under this Agreement.

2. Contractor will notify County in writing immediately of any audit exception(s). County may at that time or anytime thereafter, give notice of intent to terminate this Agreement subject to satisfactory corrections within thirty (30) days.

3. Contractor agrees to correct and resolve all audit exceptions to County's satisfaction and agrees to give such response to County as County deems necessary regarding any audit exception. Contractor is aware and is hereby on notice that audit exceptions may result in County liability to the United States Department of Labor and the State of California, among others, for part or all of the funds provided under this Agreement and so agrees to pay to County the full amount of County liability resulting from said audit exceptions attributable to the Contractor.

Section 14: Disallowed Costs

Contractor will be liable for and will repay, to County, any amounts expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (non-Federal) other than those received under the WIA.

Section 15: Subcontracting

The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds or who have been debarred from receipt of federal funds.

Section 16: Educational Assistance Program Funds

Contractor shall report and pay to County any income received from student's Federal and State educational assistance grants, such as PELL grants, Supplemental Educational Opportunity Grants (SEOG), and other educational assistance programs. Receipt of such income plus WIA funds for the same training services may constitute double billing unless the WIA expenses are properly reduced. The report and payment shall be made to the county within 15 calendar days after the month that the educational assistance grant is received by the Contractor.

Section 17: Disclosure of Confidential Information

County and Contractor agree to maintain the confidentiality of other information concerning applicants, participants, or their families, which may be obtained through application forms, interview, tests, reports form public agencies, counselors, or any other source. Without permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Agreement, and then only to person having responsibilities under the Agreement, including those furnishing services to the project under Contractor and to governmental authorities, to the extent necessary for the proper administration of law.

Section 18: Cash Advances

a. An initial cash advance, not to exceed the projected expenses for up to a six-week period, may be paid to Contractor upon submission of a written request and justification of the need for the advance that is acceptable to the County. Any Contractor receiving a cash advance is required to establish an interest income account to which all interest earned on advances must be posted quarterly and paid to the County. Subsequent advances would only be made upon request, provision of similarly acceptable justification of need, and after a reconciliation of prior advance and earned benchmark payments.

To maintain the element of risk to the Contractor, no advance will be made for the last six weeks of the contract. Further, irrespective of any other policy provisions, the County will solely determine a Contractor's potential for earning any requested advances based on a review of actual, ongoing, performance and reserves the right **not to advance** or to alternatively require a performance bond, irrevocable line of credit, title to property or other collateral.

b. Contractor agrees to comply with specific plan for repayment of cash advance as outlined in Exhibit B.

c. For any Agreement in which unexpected funds resulting from cash advances remain upon completion or termination of this Agreement, such funds shall be returned to County within sixty (60) days of the termination of Agreement.

Section 19: Nondiscrimination Clause

a. The conduct of the Contractor will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:

1. During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy, disability and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractor shall comply with all executive orders, including but not limited to Executive Order 11245 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), the provisions of the Fair Employment and Housing Act (Governmental Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 1299(a-f), set forth in Chapter 5, Division 4 of Title2 of the California Code of Regulations are incorporated into this contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Section 20: Subcontracting

a. Any of the work or services specified in this agreement which will be performed by other than by the Contractor will be evidenced by a written agreement specifying the terms and condition of such performance.

b. The Contractor will maintain and adhere to an appropriate system, consistent with federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

c. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud of misappropriation of funds within the last two years.

Section 21: Standards and Sanctions

a. The Contractor is expected to make its best effort to achieve the standards set forth, and is subject to sanctions in the event that substantial compliance is not achieved.

b. To the extent that the Contractor's performance adversely affects the County's performance, such sanctions will be applied to the Contractor in a manner consistent with Federal and State regulations.

Section 22: Confidentiality Requirements

The County and the Contractor will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Contractor and the County agree that:

a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

b. Each party shall provide written instructions to al its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

c. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

d. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media re to be degaussed or returned to the other party.

e. If the County or Contractor enters into an agreement with a third party to provide WIA services, the County or Contractor aggress to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

Section 23: Termination for Cause

The County has the right to withdraw from this Agreement if it is determined that Contractor has breached any section of this Agreement.

ATTACHMENT I

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

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

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

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

☐ a. Employs fewer than 15 persons.

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

Name of 504 Person - Type or Print

WestEd
Name of Contractor(s) - Type or Print

730 Harrison Street, San Francisco, CA 94107
Street Address or P.O. Box

San Francisco, CA 94107
City, State, Zip Code

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

Signature

Contracts Administrator
Title of Authorized Official

1/9/13
Date

*Exception: DHHS regulations state that:

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

Attachment II
County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	West Ed	Phone:	(415) 565 - 3000
Contact Person:	Virgilio Tinio Jr., Contracts Administrator	Fax:	(415) 565-3012
Address:	730 Harrison Street San Francisco, CA 94107	Number of employees:	

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

- [X] Contractor complies with the County's Employee Jury Service Ordinance.
- [ ] Contractor does not comply with the County's Employee Jury Service Ordinance.
- [ ] Contractor is exempt from this requirement because:
  - [ ] the contract is for $100,000 or less.
  - [ ] Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.
  - [ ] Contractor has no employees.
  - [ ] Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature _____ Virgilio Tinio, Jr.
Name

Date 1/9/13 Contracts Administrator
Title

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency

Date: February 4, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Second Amendment to the Agreement with El Centro de Libertad

RECOMMENDATION:
Adopt a Resolution authorizing an Amendment to the Agreement with El Centro de Libertad to continue providing court-ordered alcohol/drug testing and alcohol and other drug assessments, increasing the amount by $50,000 to $200,000.

BACKGROUND:
On June 8, 2010, the Board of Supervisors adopted Resolution #070836 authorizing El Centro de Libertad to provide court-ordered drug testing services for Children and Family Services (CFS) and authorizing the Director of the Human Services Agency 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 of services is/are within the current or revised fiscal provisions. El Centro de Libertad has been providing court-ordered drug testing services for Children and Family Services (CFS) for several years. El Centro de Libertad also provides Alcohol and Other Drug (AOD) assessment services at their South County facility. They provide these services on a schedule that is flexible and convenient to the families. The staff is well-trained and experienced to work with the population we serve.

On April 25, 2011, the Human Services Agency Director approved an Amendment to add AOD assessment services. AOD assessments had previously been conducted by San Mateo County Behavioral Health Recovery Services (BHRS), however, due to budget cuts and restructuring within BHRS, they are unable to continue providing this service for CFS.

The 2011 Amendment allowed El Centro de Libertad to conduct Alcohol and Other Drug (AOD) assessment services, in addition to drug testing and outpatient treatment services already provided for CFS clients. The funding and term of this contract

remained unchanged. It was expected that the current funding level would be sufficient to cover all service costs.

DISCUSSION:

This Second Amendment adds funds to the Agreement in the amount of $50,000 bringing the total Agreement to $200,000 to pay for outstanding invoices and to continue services until the end of the Agreement term, June 30, 2013. For the last twelve months, CFS saw a 33% increase in referrals and 15% increase in the continuing service cases. The Human Services Agency will be conducting a Request for Proposal (RFP) for FY 2013-14 services.

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 Second Amendment and Resolution as to form and the Contractor meets the insurance certification requirement.

Approval of this Second Amendment contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing alcohol and drug testing screens for parents of children that are in the Child Welfare System to keep families healthy and safe. It is anticipated that 80% of clients who were randomly tested will remain clean and sober for 18 months and the children will not re-enter the system.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Projected	FY 2013-14 Projected
Percent of clients needing random testing will remain clean and sober for 18 months	80%*	N/A
Percent of parents with substance abuse issues will be able to reunify with their children within 12 months	60%*	N/A

Drug testing is a tool which helps Social Workers continuously assess parents' protective capacity about safely caring for their children and elicit use of substances which could pose safety and risk issues to the children.

FISCAL IMPACT:

The term of this Second Amendment to the Agreement remains the same, July 1, 2010 through June 30, 2013. The amended amount is $50,000, of which 70% or $35,000 is funded through State Realignment and Federal funding and 30% or $15,000 is Net County Cost. This appropriation has been included in the FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH EL CENTRO DE LIBERTAD TO CONTINUE PROVIDING COURT-ORDERED ALCOHOL/DRUG TESTING AND ALCOHOL AND OTHER DRUG ASSESSMENTS, INCREASING THE AMOUNT BY $50,000 TO $200,000

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

WHEREAS, this Second Amendment to the Agreement with El Centro de Libertad agrees to provide court mandated alcohol/drug testing for clients referred by Children and Family Services (CFS) Social Workers and Alcohol and Other Drug (AOD) assessment services by adding funds in the amount of $50,000 for a new total of $200,000 and the term remains the same, July 1, 2010 through June 30, 2013; and

WHEREAS, on June 8, 2010 and April 25, 2011, Amendments were approved to add funds in the amount of $150,000 for the provision of continued drug testing and AOD assessment services; and

WHEREAS, for the last twelve months, CFS saw a 33% increase in referrals and 15% increase in the continuing service cases; and

WHEREAS, the Board has determined that it is in the County's best interest to enter into this Second Amendment as El Centro de Libertad has successfully met the court's demands by providing this service to the families served by Children and Family Services and has the expertise and experience to conduct drug testing to our target

population and has worked closely and collaboratively with the Human Services Agency (HSA) on improving the effectiveness of drug testing; and

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

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

A. The President of this Board of Supervisors be, and is hereby authorized and directed to execute said Second 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; and

B. The Director of the Human Services Agency or the Director's designee shall be authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * * *

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EL CENTRO DE LIBERTAD

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CENTRO DE LIBERTAD, 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 the provision of alcohol/drug testing services on June 8, 2010, in the amount of $150,000 for the term of July 1, 2010 through June 30, 2013; and

WHEREAS, the parties amended the Agreement to add Alcohol and Other Drug (AOD) assessment services on April 25, 2011, the amount and the term of the Agreement remained the same; and

WHEREAS, the parties wish to amend the Agreement a second time to add funds in the amount of $50,000 bringing the total amount of the Agreement to $200,000.

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

1. Section 3 of the Agreement, Payments, 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 **TWO HUNDRED THOUSAND DOLLARS, ($200,000).**

3. All other terms and conditions of the Agreement dated June 8, 2010, as amended, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

EL CENTRO DE LIBERTAD
George Borg, Executive Director

George Borg
Contractor's Signature

Date: 2-5-2013

COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Planning and Building

Date: February 7, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: 10 days; within 500 feet
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jim Eggemeyer, Community Development Director

Subject: Amending the San Mateo County Implementing Procedures for Administering the California Environmental Quality Act

County File Number: PLN 2002-00066

RECOMMENDATION:

1. Adopt a Resolution amending the San Mateo County Implementing Procedures for Administering the California Environmental Quality Act and adopting a new Initial Study Environmental Evaluation Checklist pursuant to Section 15063 of the California Environmental Quality Act.

2. Make the findings listed in Attachment A.

BACKGROUND:

Proposal: Staff proposes that the Board of Supervisors replace the County's existing CEQA implementing procedures by adopting and incorporating by reference the current State CEQA Guidelines. Additionally, staff is proposing to adopt the model Initial Study Checklist contained in the State CEQA Guidelines, with the addition of several questions that pertain to the unique nature of San Mateo County.

Planning Commission Action: The Planning Commission considered the proposal at its November 28, 2012 public hearing and unanimously recommended its approval.

Report Prepared By: Michael Schaller, Senior Planner

Applicant: San Mateo County Planning and Building Department

Location: Countywide

Environmental Evaluation: The proposed amendments to the County's implementing procedures are exempt from the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code, Section 15061(b)(3). The amendments are covered by the General Rule, which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. There is no evidence to suggest that the proposed amendments to the County's CEQA implementing procedures will have a significant impact on the natural or built environment.

DISCUSSION:

THE PROPOSED AMENDMENT

Section 15022 of Title 14 of the California Code of Regulations (the CEQA Guidelines) requires each California public agency to adopt specific procedures for administering its responsibilities under CEQA, including the orderly evaluation of projects and preparation of environmental documents. This section of the CEQA Guidelines provides local agencies with the option of creating their own guidelines for implementing CEQA or adopting and incorporating by reference the State Guidelines. Rather than drafting unique implementing procedures that would have to be periodically updated as changes are made in the Code of Regulations, staff recommends that the County adopt and incorporate by reference the State CEQA Guidelines, as provided by Section 15022(d).

Section 15063(a) of the CEQA Guidelines requires Lead Agencies (in this case, the County) to conduct an initial study of all non-exempt projects. Subsection (f) provides for a format for this study:

> (f) Format. Sample forms for an applicant's project description and a review form for use by the lead agency are contained in Appendix G (of the CEQA Guidelines). When used together, these forms would meet the requirements for an initial study, provided that the entries on the checklist are briefly explained pursuant to subsection (d)(3). These forms are only suggested, and public agencies are free to devise their own format for an initial study. A previously prepared EIR may also be used as the initial study for a later project.

There have been a number of recent regulations adopted by State and Federal agencies to address a host of issues including stormwater, air pollution and global warming. With the adoption by the State Office of Planning and Research (OPR) of revisions to the Initial Study Checklist and updates to the CEQA Guidelines to incorporate GHG impacts, the Planning Commission has determined that the County's checklist and procedures should be updated to mirror the State's regulations.

The proposed checklist, as recommended to the Board of Supervisors by the Planning Commission, combines the OPR model checklist with questions from the County's existing checklist. Planning staff has been using a checklist that was originally developed in the early 1980s. This checklist contains a number of questions that reflect the unique concerns of San Mateo County, which are retained in the proposed checklist.

For example, one question originally developed for the County's checklist in 1983 is: "For lands within the Coastal Zone, convert or divide lands identified as Class I or Class II Agriculture Soils and Class III Soils rated good or very good for artichokes or Brussels sprouts?" The Planning Commission determined that these unique questions should continue to be a part of the County's Initial Study Checklist. With the Planning Commission's approval, staff has included those questions from the original County's checklist that do not have a direct analog on OPR's model checklist.

The recommended Initial Study Checklist is included as Exhibit A of the Resolution.

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

The approval of the proposed amendments to the County's CEQA implementing procedures contributes to the 2025 Shared Vision outcome of a Livable Community by enhancing the County's ability to identify and address environmental impacts associated with proposed development in order to protect the public's health, safety and welfare and the natural environment.

FISCAL IMPACT:
There is no anticipated fiscal impact to the County as a result of this amendment.

ATTACHMENT:
A. Recommended Findings

B. Recommended Guidelines – Due to the size of the document, staff is providing the following link:

http://ceres.ca.gov/ceqa/docs/CEQA_Handbook_2012_wo_covers.pdf

Attachment A

COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT

RECOMMENDED FINDINGS

Permit File Number: PLN 2002-00066 Board Meeting Date: February 26, 2013

Prepared By: Michael Schaller, Senior Planner For Adoption By: Board of Supervisors

RECOMMENDED FINDINGS:

Regarding the Environmental Review, Find:

1. That the proposed amendments to the County's implementing procedures are exempt from the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code, Section 15061(b)(3). The amendments are covered by the General Rule, which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. There is no evidence to suggest that the proposed amendments to the County's CEQA Implementing Procedures will have a significant impact on the natural or built environment.

Regarding the Adoption of Amendments to the County's CEQA Implementing Procedures, Find:

2. That in 1983, the County of San Mateo adopted by resolution an Initial Study Checklist and procedure for implementation and administration of the California Environmental Quality Act (CEQA) of 1970 ("CEQA Implementing Procedures").

3. That in the intervening years, there have been significant changes to CEQA and statutes implementing CEQA Guidelines.

4. That the San Mateo County Board of Supervisor's has determined that the County's Initial Study Checklist and CEQA Implementing Procedures should be amended to ensure that they continue to reflect the requirements of CEQA and the CEQA Guidelines and that the County's CEQA Implementing Procedures fully reflect County staff's practice of complying with all current requirements of CEQA and the CEQA Guidelines.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION AMENDING THE SAN MATEO COUNTY IMPLEMENTING PROCEDURES FOR ADMINISTERING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPTING A NEW INITIAL STUDY ENVIRONMENTAL EVALUATION CHECKLIST PURSUANT TO SECTION 15063 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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 Implementing Procedures for administering the California Environmental Quality Act (CEQA) of 1970, reference to which is hereby made for further particulars; and

WHEREAS, in 1983, the County of San Mateo adopted an Initial Study Checklist and CEQA Implementing Procedures; and

WHEREAS, there have been substantial changes to CEQA and the Guidelines in the intervening 30 years; and

WHEREAS, the Planning Commission had determined that the County's checklist and procedures should be updated to mirror the State's regulations.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors does hereby amend the County's Initial Study Checklist as shown in Exhibit A of this Resolution and formally adopts the State's CEQA Guidelines as the County's Implementing Procedures. Future amendments to the State Guidelines shall be incorporated into the County's Implementing Procedures by reference.

* * * * * *

Exhibit A

County of San Mateo
Planning and Building Department

INITIAL STUDY
ENVIRONMENTAL EVALUATION CHECKLIST
(To Be Completed by Planning Department)

1. Project Title:

2. Lead Agency Name and Address:

3. Contact Person and Phone Number:

4. Project Location:

5. Assessor's Parcel No.:

6. Project Sponsor's Name and Address:

7. General Plan Designation:

8. Zoning:

9. Description of the Project: (*Describe the whole action involved, including, but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.*)

10. Surrounding Land Uses and Setting:

11. Other Public Agencies Whose Approval is Required:

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural and Forestry Resources		Hazards and Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in 5. below, may be cross-referenced).

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063(c)(3)(D)). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

c. Mitigation Measures. For effects that are "Less Than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

1. AESTHETICS. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Have a significant adverse effect on a scenic vista, views from existing residential areas, public lands, water bodies, or roads?				
Discussion:				
b. Significantly damage or destroy scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				
Discussion:				
c. Significantly degrade the existing visual character or quality of the site and its surroundings, including significant change in topography or ground surface relief features, and/or development on a ridgeline?				
Discussion:				
d. Create a new source of significant light or glare that would adversely affect day or nighttime views in the area?				
Discussion:				

e. Be adjacent to a designated Scenic Highway or within a State or County Scenic Corridor?				
Discussion:				
f. If within a Design Review District, conflict with applicable General Plan or Zoning Ordinance provisions?				
Discussion:				
g. Visually intrude into an area having natural scenic qualities?				
Discussion:				

2. AGRICULTURAL AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forestland, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. For lands outside the Coastal Zone, convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
Discussion:				
b. Conflict with existing zoning for agricultural use, an existing Open Space Easement, or a Williamson Act contract?				
Discussion:				

c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?				
Discussion:				
d. For lands within the Coastal Zone, convert or divide lands identified as Class I or Class II Agriculture Soils and Class III Soils rated good or very good for artichokes or Brussels sprouts?				
Discussion:				
e. Result in damage to soil capability or loss of agricultural land?				
Discussion:				
f. Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	Note to reader: This question seeks to address the economic impact of converting forestland to a non-timber harvesting use.			
Discussion:				
Note: This question, which seeks to look at the GHG impact of forestland conversion, was moved to Section 7 (Climate Change).				

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Conflict with or obstruct implementation of the applicable air quality plan?				
Discussion:				

b. Violate any air quality standard or contribute significantly to an existing or projected air quality violation?				
Discussion:				
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
Discussion:				
d. Expose sensitive receptors to significant pollutant concentrations, as defined by BAAQMD?				
Discussion:				
e. Create objectionable odors affecting a significant number of people?				
Discussion:				
f. Generate pollutants (hydrocarbon, thermal odor, dust or smoke particulates, radiation, etc.) that will violate existing standards of air quality on-site or in the surrounding area?				
Discussion:				

4. BIOLOGICAL RESOURCES. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Have a significant adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				

Discussion:				
b. Have a significant adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
Discussion:				
c. Have a significant adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
Discussion:				
d. Interfere significantly with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				
Discussion:				
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including the County Heritage and Significant Tree Ordinances)?				
Discussion:				
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or State habitat conservation plan?				
Discussion:				
g. Be located inside or within 200 feet of a marine or wildlife reserve?				
Discussion:				

h. Result in loss of oak woodlands or other non-timber woodlands?				
Discussion:				

5. CULTURAL RESOURCES. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Cause a significant adverse change in the significance of a historical resource as defined in Section 15064.5?				
Discussion:				
b. Cause a significant adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				
Discussion:				
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				
Discussion:				
d. Disturb any human remains, including those interred outside of formal cemeteries?				
Discussion:				

6. GEOLOGY AND SOILS. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Expose people or structures to potential significant adverse effects, including the risk of loss, injury, or death involving the following, or create a situation that results in:				

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other significant evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42 and the County Geotechnical Hazards Synthesis Map.				
Discussion:				
ii. Strong seismic ground shaking?				
Discussion:				
iii. Seismic-related ground failure, including liquefaction and differential settling?				
Discussion:				
iv. Landslides?				
Discussion:				
v. Coastal cliff/bluff instability or erosion?	Note: This question is looking at instability under current conditions. Future, potential instability is looked at in Section 7 (Climate Change).			
Discussion:				
b. Result in significant soil erosion or the loss of topsoil?				
Discussion:				
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, severe erosion, liquefaction or collapse?				
Discussion:				
d. Be located on expansive soil, as noted in the 2010 California Building Code, creating significant risks to life or property?				
Discussion:				

e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				
Discussion:				

7. CLIMATE CHANGE. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Generate greenhouse gas (GHG) emissions (including methane), either directly or indirectly, that may have a significant impact on the environment?				
Discussion:				
b. Conflict with an applicable plan (including a local climate action plan), policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				
Discussion:				
c. Result in the loss of forestland or conversion of forestland to non-forest use, such that it would release significant amounts of GHG emissions, or significantly reduce GHG sequestering?	Note: Moved from Section 2 (Agricultural Resources) to here and augmented to specifically reference GHG emissions.			
Discussion:				
d. Expose new or existing structures and/or infrastructure (e.g., leach fields) to accelerated coastal cliff/bluff erosion due to rising sea levels?				
Discussion:				
e. Expose people or structures to a significant risk of loss, injury or death involving sea level rise?				
Discussion:				

f. Place structures within an anticipated 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				
Discussion:				
g. Place within an anticipated 100-year flood hazard area structures that would impede or redirect flood flows?				
Discussion:				

8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (e.g., pesticides, herbicides, other toxic substances, or radioactive material)?				
Discussion:				
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				
Discussion:				
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				
Discussion:				

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				
Discussion:				
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area?				
Discussion:				
f. For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?				
Discussion:				
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
Discussion:				
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				
Discussion:				
i. Place housing within an existing 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				
Discussion:				
j. Place within an existing 100-year flood hazard area structures that would impede or redirect flood flows?				

Discussion:				
k. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				
Discussion:				
l. Inundation by seiche, tsunami, or mudflow?				
Discussion:				
Note: This question moved to Section 7 (Climate Change).				

9. HYDROLOGY AND WATER QUALITY. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Violate any water quality standards or waste discharge requirements (consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash))?				
Discussion:				
b. Significantly deplete groundwater supplies or interfere significantly with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				
Discussion:				

c. Significantly alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in significant erosion or siltation on- or off-site?				
Discussion:				
d. Significantly alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or significantly increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?				
Discussion:				
e. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide significant additional sources of polluted runoff?				
Discussion:				
f. Significantly degrade surface or ground-water water quality?				
Discussion:				
g. Result in increased impervious surfaces and associated increased runoff?				
Discussion:				

10. LAND USE AND PLANNING. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Physically divide an established community?				
Discussion:				

b. Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				
Discussion:				
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				
Discussion:				
d. Result in the congregating of more than 50 people on a regular basis?				
Discussion:				
e. Result in the introduction of activities not currently found within the community?				
Discussion:				
f. Serve to encourage off-site development of presently undeveloped areas or increase development intensity of already developed areas (examples include the introduction of new or expanded public utilities, new industry, commercial facilities or recreation activities)?				
Discussion:				
g. Create a significant new demand for housing?				
Discussion:				

11. MINERAL RESOURCES. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State?				
Discussion:				
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				
Discussion:				

12. NOISE. Would the project result in:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
Discussion:				
b. Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?				
Discussion:				
c. A significant permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				
Discussion:				
d. A significant temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				

Discussion:				
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?				
Discussion:				
f. For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels?				
Discussion:				

13. POPULATION AND HOUSING. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Induce significant population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				
Discussion:				
b. Displace existing housing **(including low- or moderate-income housing)**, in an area that is substantially deficient in housing, necessitating the construction of replacement housing elsewhere?				
Discussion:				

14. PUBLIC SERVICES. Would the project result in significant adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Fire protection?				
b. Police protection?				
c. Schools?				
d. Parks?				
e. Other public facilities or utilities (e.g., hospitals, or electrical/natural gas supply systems)?				
Discussion:				

15. RECREATION. Would the project:

	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Increase the use of existing neighborhood or regional parks or other recreational facilities such that significant physical deterioration of the facility would occur or be accelerated?				
Discussion:				
b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
Discussion:				

16. TRANSPORTATION/TRAFFIC. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				
Discussion:				
b. Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the County congestion management agency for designated roads or highways?				
Discussion:				
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in significant safety risks?				
Discussion:				
d. Significantly increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
Discussion:				
e. Result in inadequate emergency access?				
Discussion:				

f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				
Discussion:				
g. Cause noticeable increase in pedestrian traffic or a change in pedestrian patterns?				
Discussion:				
h. Result in inadequate parking capacity?				
Discussion:				

17. UTILITIES AND SERVICE SYSTEMS. Would the project:				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				
Discussion:				
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
Discussion:				
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
Discussion:				
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				

Discussion:				
e. Result in a determination by the waste-water treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
Discussion:				
f. Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?				
Discussion:				
g. Comply with Federal, State, and local statutes and regulations related to solid waste?				
Discussion:				
h. Be sited, oriented, and/or designed to minimize energy consumption, including transportation energy; incorporate water conservation and solid waste reduction measures; and incorporate solar or other alternative energy sources?				
Discussion:				
i. Generate any demands that will cause a public facility or utility to reach or exceed its capacity?				
Discussion:				

18. MANDATORY FINDINGS OF SIGNIFICANCE.				
	Potentially Significant Impacts	***Significant Unless Mitigated***	***Less Than Significant Impact***	***No Impact***
a. Does the project have the potential to degrade the quality of the environment, significantly reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or				

animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
Discussion:				
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				
Discussion:				
c. Does the project have environmental effects which will cause significant adverse effects on human beings, either directly or indirectly?				
Discussion:				

RESPONSIBLE AGENCIES. Check what agency has permit authority or other approval for the project.

AGENCY	YES	NO	TYPE OF APPROVAL
U.S. Army Corps of Engineers (CE)			
State Water Resources Control Board			
Regional Water Quality Control Board			
State Department of Public Health			
San Francisco Bay Conservation and Development Commission (BCDC)			
U.S. Environmental Protection Agency (EPA)			
County Airport Land Use Commission (ALUC)			
CalTrans			
Bay Area Air Quality Management District			
U.S. Fish and Wildlife Service			

AGENCY	YES	NO	TYPE OF APPROVAL
Coastal Commission			
City			
Sewer/Water District:			
Other:			

MITIGATION MEASURES		
	Yes	No
Mitigation measures have been proposed in project application.		
Other mitigation measures are needed.		
The following measures are included in the project plans or proposals pursuant to Section 15070(b)(1) of the State CEQA Guidelines:		

DETERMINATION (to be completed by the Lead Agency).

On the basis of this initial evaluation:

_____ I find the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared by the Planning Department.

_____ I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because of the mitigation measures in the discussion have been included as part of the proposed project. A NEGATIVE DECLARATION will be prepared.

_____ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

_____

(Signature)

_____ _____

Date (Title)

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

Date: January 16, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: FY 2013-14 Job Order Contracts - General Construction

RECOMMENDATION:
Adopt a Resolution:

A) Adopting the Construction Task Catalogs, Specifications, and conformance with prevailing wage scale requirements for the County of San Mateo FY 2013-14 Job Order Contracts for General Construction with application throughout the County; and

B) Authorizing the Director of Public Works to call for sealed bids to be received by Tuesday, March 19, 2013, at 2:30 p.m. in the office of the Clerk of the Board of Supervisors.

BACKGROUND:
A Job Order Contract (JOC) provides the Department of Public Works and Parks (Department) the ability to continue performing major maintenance and renovation projects throughout the County in a timely and cost effective manner.

Public Contract Code §20128.5 authorizes a Board of Supervisors to award individual annual contracts in amounts not to exceed $4,400,000 for repair, remodeling, or other repetitive work to be done according to unit prices. The contracts may not be awarded for any new construction, or for design or contract drawings. The County's obligation to issue job orders under any JOC is limited to $10,000 and, based on the contractor's performance, additional job orders may be issued up to the maximum aggregate $4,400,000 currently allowed by law. This Board has taken similar action in prior years for JOC-General Construction.

DISCUSSION:
Federal agencies and counties in California use the JOC process to award multiple simultaneous contracts and expedite the delivery of public works projects. The Department uses the JOC process primarily to perform capital and larger building maintenance projects through an expedited process.

The bid documents call for up to three separate JOCs for general construction. The lowest responsible bidder on one contract will be declared ineligible for the others.

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

Approval of these actions contribute to the Shared Vision 2025 outcome of Collaborative Community by reducing the cost and time required to execute major maintenance and renovation projects throughout all County facilities.

FISCAL IMPACT:
The JOC is a requirements contract. Specific job orders issued under the terms of an agreement will be funded through allocations made by work authorizations established for each job order. The various individual job orders will be funded through grants, bonds, departmental sources, and/or general funds.

There is no specific budget associated with the individual JOCs. In no case will the individual aggregate contract exceed $4,400,000, nor be less than $10,000 each.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION:
A) ADOPTING THE CONSTRUCTION TASK CATALOGS, SPECIFICATIONS, AND CONFORMANCE WITH PREVAILING WAGE SCALE REQUIREMENTS FOR THE COUNTY OF SAN MATEO FY 2013-14 JOB ORDER CONTRACTS FOR GENERAL CONSTRUCTION WITH APPLICATION THROUGHOUT THE COUNTY; AND
B) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND PARKS TO CALL FOR SEALED BIDS TO BE RECEIVED BY TUESDAY, MARCH 19, 2013, AT 2:30 P.M. IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

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

WHEREAS, the Construction Task Catalogs and Specifications require that the contractors performing the work pay not less than the general prevailing rates of wages, as established by the Department of Industrial Relations, in the locality in which said work is to be performed for each type of worker needed to execute the contract.

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

1. The Construction Task Catalogs and Specifications dated March 2013 for the County of San Mateo Job Order Contracts for General Construction, which are on file in the office of the Director of Public Works and Parks, and to which reference is hereby made for further particulars, are hereby approved and adopted as the catalog and specifications to be adhered to in letting and

performing the work under contracts for said improvements.

2. Said specifications require that the contractors performing the work pay not less than the general prevailing rate of wages, as established by the Department of Industrial Relations, in the locality in which said work is to be performed for each type of worker needed to execute the contract.

3. The Department of Public Works and Parks is further directed to cause the Notice inviting sealed bids to be published two (2) times in a weekly local newspaper of general circulation, published in the County, and to obtain an affidavit of said publication, a copy of which shall be placed on file with the Department of Public Works.

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

Date: January 8, 2013
Board Meeting Date: February 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Greg Munks, Sheriff

Subject: Technical Services Unit staffing

RECOMMENDATION:
Adoption of an ordinance amending the Master Salary Ordinance to add one (1) Information Technology Supervisor position in the Sheriff's Office, previously introduced on February 12, 2013 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:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
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.

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