

AGENDA

Board Members

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

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

County Counsel
John C. Beiers

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

**REGULAR MEETING
SAN MATEO COUNTY BOARD OF SUPERVISORS
TUESDAY, MARCH 12, 2013
9:00 A.M.**

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Rebecca Romero, Agenda Administrator at least 2 working days before the meeting at (650) 363-1802 and/or rxromero@smcgov.org. 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 action.)

PRESENTATIONS AND AWARDS

1. Presentation of a proclamation designating March 2013 as Women's History Month (Supervisor Carole Groom)
 - A) Presentation of the 2012 Annual Report by the Commission on the Status of Women
 - B) Presentation of the Gender Analysis of San Mateo County Boards and Commissions 2012 Report by the Commission on the Status of Women
2. Presentation of a proclamation designating March 2013 as National American Red Cross Month (Supervisor Don Horsley)
3. Presentation of a commendation honoring Gina Kuo and Kenneth Huo for their volunteer efforts to plan and organize the City of Foster City's annual Lunar New Year celebration (Supervisor Carole Groom)
4. Presentation by Andrew Gurthet, Director of the San Mateo County Law Library

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.

5. 9:00 a.m.

Accept report and provide direction on initial steps to create an Agile Organization (County Manager)
6. 1:30 p.m.

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

REGULAR AGENDA

COUNTY MANAGER

BOARD OF SUPERVISORS

7. Board Members' Reports

CONSENT AGENDA

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agenda are approved by one roll call motion unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda.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

8. Approve the minutes from the meeting of February 26, 2013

BOARD OF SUPERVISORS

9. Resolution authorizing the President of the Board of Supervisors to appoint Supervisor Carole Groom to serve on the South Bayside Waste Management Authority Blue Ribbon Task Force on Governance and other issues (Supervisor Don Horsley)
10. Recommendation for the appointments the following to the Assessment Appeals Board for terms ending September 30, 2016: (Supervisors Carole Groom and Don Horsley)
 - A) Craig Harris Collins as Commissioner and;
 - B) James E. Manning as Alternate Commissioner
11. Recommendation for the appointment of Diane Prosser to the In-Home Supportive Services Committee representing Independent Provider for a term ending December 31, 2017 (Supervisors Carole Groom and Warren Slocum)
12. Recommendation for the reappointment of Steven E. Cobb to the Commission on Aging representing member for a term ending June 30, 2015 (Supervisor Don Horsley)
13. Recommendation for the reappointment of Francine Serafin-Dickson to the Emergency Medical Care Committee representing Hospital Administration for a term ending March 31, 2015 (Supervisor Don Horsley)
14. Recommendation for the reappointment of Ron Myers on the Emergency Medical Care Committee representing Fire Chiefs for a term ending March 31, 2016 (Supervisor Don Horsley)
15. Recommendation for the reappointments of the following to the Commission on the Status of Women for terms ending December 31, 2016: (Supervisor Don Horsley)
 - A) Manufou Liaiga-Anoa'i representing Adult Member and;
 - B) Clarissa (Keesa) Ocampo representing Adult Member
16. Ratification of a resolution honoring Lillian I. Matsumoto upon the celebration of her 100th birthday (Supervisor Adrienne Tissier)
17. Ratification of a resolution honoring the 7 Mile House upon the celebration of its 160th anniversary (Supervisor Adrienne Tissier)
18. Ratification of a resolution honoring Sofia Dueñas upon receipt of the 2012 Sequoia Award as an Outstanding Student (Supervisor Don Horsley)
19. Ratification of a resolution honoring Jeremy Smith upon receipt of the 2012 Sequoia Award as an Outstanding Student (Supervisor Don Horsley)

20. Ratification of a resolution honoring Richard Imperiale upon receipt of the 2012 Sequoia Award for Outstanding Individual (Supervisor Don Horsley)
21. Ratification of a resolution honoring Rocket Fuel upon receipt of the 2012 Sequoia Award for Outstanding Business (Supervisor Don Horsley)
22. Ratification of a proclamation designating February 24 through March 2, 2013 as Peace Corps Week (Supervisor Carole Groom)
23. Ratification of a resolution honoring Art in Action upon its 30th anniversary (Supervisor Don Horsley)

COUNTY COUNSEL

24. Approve corrections to the identified tax rolls and corresponding tax refunds

COUNTY MANAGER

25. Resolution authorizing an agreement with Phase2 Technology, LLC for the provision of web redesign and Drupal content management system implementation services for the term of March 1, 2013 through February 29, 2016, in an amount not to exceed \$1,161,940

HEALTH SYSTEM

26. Resolution authorizing an agreement with Duc Marcel Nguyen, MD to provide specialty orthopedic services for the term of April 1, 2013 through March 31, 2015, in the amount of \$500,000
27. Resolution authorizing amendments to the agreements with Alzheimer's Association of Northern California and Northern Nevada; Catholic Charities CYO, Center for Independence of Individuals with Disabilities; City of Daly City; City of Menlo Park; City of Pacifica; City of San Bruno; City of San Mateo; Coastside Adult Day Health Center; Family Caregiver Alliance; Kimochi, Inc.; Legal Aid Society of San Mateo; Mills-Peninsula Health Services; Ombudsman Services of San Mateo County, Inc.; Peninsula Family Service; Peninsula Volunteers, Inc.; Self Help for the Elderly; and Senior Coastsideers, increasing the total amount by \$199,919 for an aggregate amount not to exceed \$3,091,912
28. Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety

HUMAN RESOURCES

29. Report recommending the denial of claims (Non-culpable)
30. Introduction of an ordinance amending the salary ordinance to reflect the deletion of four positions, addition of four positions, salary adjustment of two positions, and conversion of eleven positions to appropriate classifications; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety

HUMAN SERVICES AGENCY

31. Resolution authorizing an amendment to the agreement with HP Enterprise Services, LLC to provide maintenance services for the CalWorks Information Network System, extending the term through July 31, 2015, increasing the amount by \$3,240,863 to \$21,365,638
32. Resolution authorizing an amendment to the agreement with Samaritan House to continue to act as the Services Coordinator for the Community Service Block Grant administration and to collaborate with the Core Services Agencies to provide Safety Net Services, extending the term through December 31, 2013, increasing the amount by \$416,555 to \$1,152,845

PUBLIC SAFETY COMMUNICATIONS

33. Resolution authorizing an amendment to the agreement with the City of San Carlos for public safety communications services that will annually increase fees for an accumulative amount not to exceed \$2,227,574 for the agreed upon term

PUBLIC WORKS

34. Resolution waiving the Request for Proposals process and authorizing an agreement with Regatta Solutions for service, repair and rebuild of micro-turbines at the Youth Services Center for the term of April 1, 2013 through March 31, 2019, in an amount not to exceed \$370,000
35. Resolution authorizing:
 - A) The President of the Board of Supervisors to execute a Memorandum of Understanding for continuation of the Pilarcitos Creek Restoration Workgroup for a term of five years from the date of execution by all parties; and
 - B) The Deputy County Manager for Community Services or her designee to be the primary County contact for the workgroup
36. Resolution authorizing the Director of Public Works and Parks or his designee to accept on behalf of San Mateo County a National Fish and Wildlife Foundation grant for the Surfer's Beach Access and Erosion Control Project in the amount of \$180,000
37. Resolution authorizing the Director of Public Works and Parks or his designee to accept a National Fish and Wildlife Foundation grant for the Coyote Point Recreation Area Promenade Western Shoreline Improvements Project in the amount of \$400,000
38. Resolutions authorizing:
 - A) The establishment of No Parking Zones on Ashton Avenue at the southwest corner of Ashton Avenue and Alameda De Las Pulgas in West Menlo Park and on the easterly side of The Alameda near Santiago Avenue in El Granada; and

- B) The establishment of a Time Limited No Parking Zone on the southbound side of Jefferson Avenue generally between Lakeview Way and the County limits north of Emerald Hill Road in Emerald Lake Hills

39. Resolution:

- A) Adopting plans and specifications, including conformance with prevailing wage scale requirements for the Coyote Point Marina Dock 29 Replacement Project; and
- B) Authorizing the Director of Public Works and Parks to call for sealed proposals to be received by Thursday, April 11, 2013 at 2:30 p.m., in the office of the Clerk of the Board of Supervisors

SHERIFF

- 40. Resolution authorizing a transfer in the amount of \$150,000 from Message Switch Reserves to Fixed Assets to fund the replacement of routers used by Lawnet to provide secure interoperable network communications to County law enforcement agencies (4/5ths vote required)

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 - Anticipated Litigation**

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

B) **Conference with Labor Negotiators**

Agency designated representative: Kelly Tuffo
Employee Organization: San Mateo County Council of Engineers (SMCCE)

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

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the office of the Clerk of the Board of Supervisors, located at 400 County Center, Redwood City, CA 94063, for the purpose of making

those public records available for inspection. The documents are also available on the County's Internet Web site, at the link for Board of Supervisors agendas for upcoming meetings. The website is located at: http://www.co.sanmateo.ca.us/smc/departments/bos/home/0,2151,1864_26218,00.html. The San Mateo County Ordinance Code can be accessed on the World Wide Web at: http://library2.municode.com/default-now/home.htm?infobase=16029&doc_action=whatsnew

PROCLAMATION

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

WOMEN'S HISTORY MONTH

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

WHEREAS, the tremendous contributions by women throughout United States history and world history have been significant, yet unfairly overlooked and forgotten; and

WHEREAS, in every facet of government, business, science, education and society as a whole, women continue to be integral at every level, changing lives for the better and improving conditions for everyone; and

WHEREAS, in 1987, the United States Congress designated March as National WOMEN'S HISTORY MONTH in recognition of the myriad roles played by women as well as their ongoing struggle for genuine equality; and

WHEREAS, for more than two decades, San Mateo County has embraced various programs enhancing women's talents and skills, while removing cultural and political barriers to women's professional development and advancement; and

WHEREAS, the County of San Mateo's Women in County Government's annual women employees recognition event and the support of San Mateo County's Commission on the Status of Women, are just two of the ongoing efforts toward ensuring that 50 percent of the population is never again ignored,

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of San Mateo County designates March 2013 as WOMEN'S HISTORY MONTH, and encourages the public to acknowledge and applaud the hard work of women, their leadership and their rightful and equal place among all.

Dated: March 12, 2013

Supervisors:

Don Horsley, President

Dave Pine

Carole Groom

Warren Slocum

Adrienne J. Tissier

Attest: Deputy Clerk of the Board of Supervisors



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



Date: February 28, 2013

Board Meeting Date: March 12, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Creating an Agile Organization

RECOMMENDATION:

Accept report and provide direction on initial steps to create an Agile Organization.

BACKGROUND AND DISCUSSION:

During the June 2012 budget hearings, I introduced the Agile Organization initiative to better prepare the County for the future. As we have learned from the last five years, our world can change overnight (e.g., Lehman bankruptcy), and uncertainty and volatility are here to stay. If we want to serve the community effectively, as we have with leadership from your Board, Department Heads and our hard working employees, then we must utilize all available resources in the community to be more agile in the ways we deliver services, and more vigilant about reaching financial sustainability. What we do today will ensure a better future for the children and families of San Mateo County.

An Internal Practices Committee was created in July, and a Task Force comprised of twenty-three internal and external members representing cities, school boards, private sector and legal communities, StarVista (nonprofit youth and family services), Youth Commission, Mills Peninsula, Sheriff's Office, Health System, County Counsel's Office, Human Resources, Information Services Department, and County Manager's Office. The Task Force spearheaded a best practices/systematic review of private and public agencies to identify successful staffing models: an internal and external survey was conducted; a review of literature/best practices was initiated; and several organizations were contacted to gain insight into their respective staffing strategies. I want to specifically thank Donna Vaillancourt for her leadership in working with this task force and developing the ideas behind an Agile Organization.

Recommended Work Delivery Options for Future Staffing - To become more agile in how we respond to changes in community needs, the following work delivery options are being recommended. These would solely be applicable for future staffing and would not impact current employees, and would be used by the County to determine how to

provide a service (1) when vacancies occur and (2) when new programs/projects are initiated:

1. Regular-- Similar to current "regular" employment type; fewer employees would likely fall in this category given that they would need to meet set criteria such as: work must involve high risk, policy development, or critical decision making
2. Term -- Limited term employment, with benefits (similar to classified) except a defined contribution plan, rather than a defined benefit pension
3. Temporary/Extra-Help/Fellowships/Interns -- Short term assignment/internship, with benefits
4. Contractors -- Community-based organizations, independent contractors, or freelancers conducting work that involves expertise, unique competence with a target organization or service area
5. Volunteers -- Citizens providing services ranging from office support to maintenance (clean-ups), non-paid status
6. Self-Help -- Web-based/on-demand services that connect the public to County services conveniently and efficiently, e.g., vote by mail
7. Shared Services -- Sharing of resources with local organizations (cities, schools, special districts, non-profits) to provide cost-effective and efficient services

Changes and Investments Required - Implementing the options above will require the County to make changes that involve:

- Revisions to the County Charter, Civil Services Rules, County Ordinance, and other personnel policies and processes;
- Legislative changes to implement a defined contribution plan;
- Continued investment in training/development to keep employee skill sets current;
- New recruitment strategies to attract a more diverse workforce; and
- Investment in new technologies and infrastructure to expand efficiencies.

Next Steps - Upon your Board's approval of the recommendations in "Creating an Agile Organization", the proposed implementation schedule would be as follows:

Engage stakeholders in discussion of recommendations (March/April 2013)

Meet with all labor organizations and other stakeholders to discuss the relevant implications and changes necessary to implement the recommendations.

Enact rule and policy revisions (April – August 2013)

Begin the process of revising the County Charter, Civil Service Rules, County Ordinance and County Employee/Employer Relations Policy to allow for the implementation of the work delivery options.

Ramp-up pilot projects (September 2013)

Begin the pilot projects (all eligible for Measure A funds with measurable community impacts) to determine the organizational, operational and employee-related impacts of the application of the work delivery options.

Evaluate pilot changes and make appropriate adjustments (February 2014)

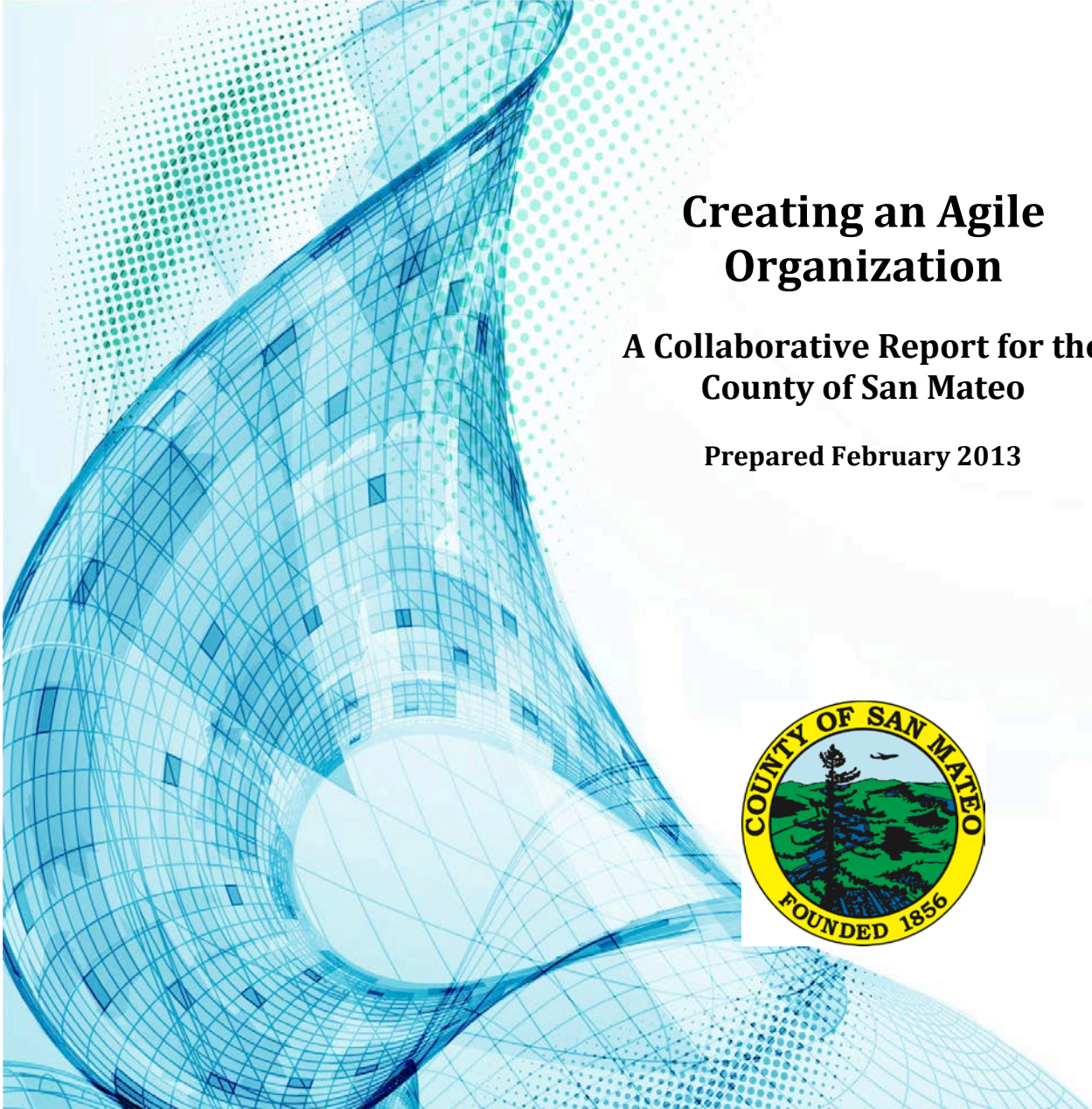
In addition to evaluating the pilots, the review may involve evaluating the feasibility of a performance based compensation structure, for all work delivery options.

Expand changes and apply across the County (September 2014)

Other efforts will involve convening an external task force comprised of County citizens to help advocate for the changes associated with this initiative and to identify methods for engaging the community in other County governance issues; and sponsoring a forum to involve leaders from education, community organizations, business and local government to explore ideas and opportunities for partnerships with local schools.

FISCAL IMPACT:

Cost estimates for implementing these changes and conducting the pilot projects are being developed and will be included for your Board's consideration as part of the two-year budget process. Funding sources would include Measure A and reserves, as these initial efforts are short-term and would be evaluated before any ongoing commitments are recommended for Board consideration.



Creating an Agile Organization

**A Collaborative Report for the
County of San Mateo**

Prepared February 2013



Creating an Agile Organization

February 2013

“Fast Trains to the Pacific: From New York to San Francisco In Four and A Half Days”

–New York Times, January 1883

A rumor that a new train service would slice two days off the ride across the United States was big news in 1883, a year that seemed to divide two eras. The Brooklyn Bridge opened in New York while Black Bart robbed a stagecoach in California. And in Washington, D.C., President Chester A. Arthur signed the Pendleton Civil Service Reform Act, which required that government jobs be awarded on merit, not political connections or contributions.

We can draw parallels between the world in 1883 and our world today. One hundred and thirty years ago innovations in transportation and engineering were sweeping the United States into a new and faster age. The Pendleton Act was, for its time, an innovative response to the increasing demands on and expectations of government.

Today, innovations in technology and communications are changing our lives and the workplace in ways we never imagined only a few years ago. As our world speeds up our County faces changing demands on and expectations of our County government as well as the demands and expectations from the changing workforce. Yet the Pendleton Act and its related regulations and policies still govern much of how our County government functions and the way we deliver services.

Today there are 1 billion Facebook users, 175 million LinkedIn users, more than 200 million Tweets each day and 181.8 million active blogs. Rapid changes in technology and the use of digital media have enabled individuals and communities to connect in new and faster ways. Just ten years ago, a website asked people to volunteer to write an encyclopedia. Wikipedia is now the most widely used reference work in the world.

The Pew Internet Project found that in 2012, 80 percent of adults use the Internet and 66 percent of those online Americans use social networking sites (SNS). And in San Mateo County this is especially true, as the county is considered to be the most “wired” in the nation. As communities become “borderless” and much more interconnected, local government finds itself at the intersection of these changes and innovations which can enable new ways of civic participation, the ability to achieve greater transparency, and offer new opportunities for delivering services if we are committed to harnessing and utilizing these new technologies.

As individuals learn to use the changing technologies, institutions must harness them as well. Our era calls for initiatives that reflect our current world, not the world of 1883. The same innovative thinking that led to the Pendleton Act is needed now if we are to build a financially stable and responsive organization that engages its residents in civic affairs.

We need to engage the public in the governance of the County, embrace relevant forms of digital communications and technology, be good stewards of fiscal and natural resources and deliver services that meet the needs and expectations of residents.

Four powerful forces are driving the effort to create an agile organization:

Workforce Requirements

Recruiting talented and highly skilled employees is more difficult than ever before, especially in a geographic area that offers the wealth of opportunities as the Bay Area. Although the mission of the public sector involves uniquely meaningful work that impacts society and the local community, the time-honored expectation of long-term employment can no longer be the primary incentive for public sector employees in today's rapidly changing political and unstable economic environment. (The County's workforce has contracted by 700 jobs in five years, for instance.)



New, innovative and multi-generational recruitment and workplace strategies will be required to attract a diverse group of employees, some of who may choose to continue working in different roles beyond traditional retirement age. There are many opportunities to take advantage of these workforce changes by encouraging all prospective, as well as current, employees to bring new skills and experiences to public service. New organizational structures and incentive programs that could include: dual career tracks, pay for performance and portable retirement benefits, will be required for a talented workforce of the future.

The County must remain competitive and attract talented workers by offering a mix of competitive compensation, portable retirement benefits, and meaningful work that impacts society and the local community.

Changing Demands/Expectations

Our world has changed and will continue to change dramatically in the coming years. Our residents are among the most tech-savvy in the world: wired or wireless, they are plugged in. They expect to do business – whether buying a book or reaching co-workers across oceans -- 24/7. They expect no less of us. The expanded use of web-based and mobile app-based technology will only drive demand for more convenient self-help options.

The degree to which the public sector provides solutions and successfully responds to that demand will influence the public's overall satisfaction with the quality of public services.

Unpredictable Revenue/Devolution

At the policy level, California's Public Safety Realignment and the Obama Administration's Affordable Care Act are two examples of our rapidly changing environment. Each contains a myriad of regulations that will require changes to our public safety, health care, human services and other programs. At the same time any number of ballot propositions, lawsuits and trailer bills create an umbrella of uncertainty which can mandate a shift in responsibilities overnight. As the lead agency for our entire county in a natural disaster or other crisis, we are expected to respond swiftly and effectively to those in need.

Sequestration. The Fiscal Cliff. Trigger cuts. Changes in unfunded retirement liability methodologies. Bankruptcies (think Lehman Brothers). We are caught in a seemingly endless cycle of boom and bust, yet have little control over these external factors that profoundly impact our budget and, therefore, the services and assistance we are able to provide to residents.

We need fiscal stability based on long-range financial planning, not short-term, crisis-to-crisis spending plans.

Falling Confidence in Government

During the past three decades the public's confidence in government at all levels has declined as cynicism increased. During this time the public has come to view government services through the lens of consumerism. Consumers often have vast choices in the products and services they buy. However, the emphasis on consumerism has tended to diminish the role of citizenship that is characterized by reciprocal rights and obligations to the community.

In the midst of nationwide polls showing a decline in public confidence in the effectiveness of government, we must engage our residents in serious policy deliberations. Engagement of the community will enable us not only to provide the services that they need but to do so in ways that are the most effective in today's fast-paced and ever-changing environment. Engagement also involves more effective communication as to the impact of the services and programs their tax dollars have supported.

We must involve the public in new and meaningful ways in the governance of the county by engaging them as our partners.

Background

The County's agility will involve more than just changes to work delivery methods. It will require the alignment of political, human, technological and organizational resources to ensure that our collective efforts produce the intended results for those we serve.

In July 2012, the County formed an Internal Practices Committee and began to assemble a Task Force to identify the goals for redefining how work is accomplished and examine viable work delivery models that would be part of what is now known as "Creating an Agile Organization."

The purpose and focus of these two groups were to provide the Board of Supervisors with a set of high-level recommendations that would enable all County departments to meet their current and future commitments to County residents, in a dynamic environment, effectively and efficiently over the long-term.

The work of dedicated and engaged County employees, and community and business leaders yielded a set of recommendations that are contained within this report.

Future Work Delivery Models

The Task Force recommends implementing the following work delivery models to enhance the organization's agility in meeting service delivery needs. These models would apply to future staffing and would not impact the employment status of current employees. These models would be utilized in determining how to provide a service (1) when vacancies occur and (2) when new programs/projects are initiated.

Work Delivery Models	Description
<i>Regular</i>	"Regular employee" refers to employees engaged in high risk fields, policy development or critical decision making who are not employed on a temporary basis and who are not in a probationary status. Implementation of the recommendations in this report would result in fewer employees in this category over time.
<i>Term</i>	Limited term employment, with salary and benefits (similar to Regular) except a defined contribution plan, rather than a

	defined benefit pension.
<i>Temporary/Extra-Help/Fellows/Paid Interns</i>	Short term assignment / fellowships / internships, with benefits.
<i>Contractors</i>	Community-based organizations, independent contractors, or freelancers
<i>Volunteers/Unpaid Interns</i>	Citizens providing services ranging from office support to maintenance (clean-ups), non-paid status. This would involve work for which there is no appropriation of funds.
<i>Self-Help/Connected Community</i>	Helping people to help themselves (Web-based services, vote-by-mail, filling out forms) or community-based services (Neighborhood Watch, Sheriff's Activities League).
<i>Shared Services</i>	Sharing of resources with local organizations (cities, schools, special districts, non-profits) to enhance cost-effectiveness and/or improve service delivery.

Changes and Investments Required

Creating an agile organization will require a long-term commitment to change, including:

- Revisions to the County Charter, Civil Services Rules, County Ordinance Code, and other personnel policies and processes
- Fully engage organized labor as partners in this endeavor
- Statutory changes to enable a defined contribution plan
- Continued investment in professional development to keep employees current
- New strategies to attract and fully integrate a multi-generational workforce
- Investments in new technologies and infrastructure

Recommended Next Steps

"In virtually every organization, regardless of mission and function, people are frustrated by problems that seem unsolvable." – Margaret J Wheatley

Request Board approval of this report and recommended next steps. These steps are:

1. Meet with all labor organizations and other stakeholders to discuss the relevant implications and changes necessary to implement the approved recommendations.
2. Begin the pilot processes to determine the organizational, operational and employee-related impacts of the application of the work delivery models.
3. Change job descriptions and classifications (where appropriate) to more accurately reflect current tasks, responsibilities and service needs.
4. Develop a dual career ladder for skilled Regular employees interested in upward mobility, but may not be interested in management or supervisory track (including but not limited to some scientific, medical, information technology and engineering positions).
5. Identify new opportunities to use performance-based compensation, term employees, contractors, volunteers, enhanced self-help as well as shared services.
6. Seek Charter Amendments and legislation required to implement recommendations.

The Task Force considered the specific benefits, issues, and impacts of each of the seven recommended work delivery models and developed the following recommendations for follow-up and implementation.

I. Regular Employee

1. Develop a County policy that defines the criteria used by Departments when determining the appropriate type of work delivery model for new tasks and when vacancies occur.
2. Continue to invest in the professional development of employees to ensure skill sets current and relevant, and incorporate appropriate employee engagement strategies to maintain loyalty and commitment.

II. Term Employee

1. Revise the County Charter, Civil Service Rules, County Ordinance and County Employee/Employer Relations Policy so that the Term employee description encompasses all employees who would be hired for a minimum duration of six (6) months and are not appointed to a Regular position.
2. Specify the duration of Term appointments based on program, project, service or event completion, or a determination that the assignment has achieved its desired outcomes

or is no longer needed. Include the establishment of a method and/or policy to allow for the renewal of these appointments.

3. Pursue required statutory changes that would permit the establishment of a defined contribution retirement plan that meets all applicable federal and state requirements and would only be available to employees in this category.

III. Temporary/Extra-Help/Fellows/Paid Interns

1. Research the viability of raising the 1040 hour limit for all short-term employees in order to allow more flexibility, with fewer time constraints, for departments to effectively cover additional workload needs created by peak demands, special projects and/or employee absences or vacancies.
2. Create an appropriate compensation and benefits structure that will attract qualified fellowship applicants.
3. Provide short-term employees health care options consistent with Federal Health Care Reform. Research options to provide these employees an opportunity to purchase group health insurance after 160 hours of temporary employment.
4. In 2013 initiate the County Manager's Office, "Policy, Innovation and Engagement Fellowship Program" pilot; evaluate and scale the fellowship to 10-fellow cohort in 2014 to more fully utilize recent college graduates in policy and professional work throughout the organization.
5. Create "encore" opportunities for retiring workers to reinvent their careers. One focus could be on how to assist soon to be retirees to transfer their knowledge and experience to County workers. Another opportunity could be in creating encore internships that are designed for people who want to work beyond normal retirement age that want to continue working and are motivated by public service.

IV. Contractors

1. Seek Charter Amendments to implement recommendations.
2. Develop strategies to expand the pool of qualified contractors through the use of social media and County participation in targeted professional organizations and forums.
3. Create a contracts database that includes information about contractors currently providing services to the County enhancing the ability to share and attract new resources within and to the County.

V. Volunteers/Unpaid Interns

1. Establish a centralized volunteer program using best practices. Expand the use of volunteers throughout the organization using the Human Resources (HR) Department to provide support in the areas of outreach, marketing, recruitment, reporting, tracking of hours, and all other administrative and coordination functions.

VI. Self-Help/Connected Community

1. Identify ways to assist the public in becoming more involved in the self-delivery of certain services with technology and improve customer and client access.
2. Evaluate pilot with Code for America to determine the feasibility of expanding mobile applications and other technology solutions to enhance services that address community needs.
3. Leverage learning by developing “creation spaces” that enable the formation of interactive teams, peer-to-peer networks that expand knowledge-sharing and knowledge creation across teams.
4. Develop strategies that foster volunteers, online access and assistance to services.
5. Launch an initiative to develop strategies that engage residents in local governance through new technologies and by building new relationships. This will involve creating platforms for exchanging ideas and information on social media and engaging residents in online communities and networks.

VII. Shared Services

1. Review existing partnerships with local municipalities, non-profits, joint power authorities and school and college districts and explore opportunities to expand the relationships and leverage County resources in order to achieve greater economies of scale.
2. Develop partnerships through the use of technologies that support new shared services opportunities.
3. Choose one significant service in each department and implement a pilot program with a partner agency to determine if it is sustainable.

Pilot Projects

The initial pilot projects planned for 2013:

County Manager’s Office - Policy, Innovation and Engagement Fellowship Program

The County Manager’s Office is beginning a Policy, Innovation and Engagement Fellowship program in early 2013 for recent college graduates to work as part of a team and undertake policy and professional work assignments. The fellowship projects will be focused on innovation strategies to improve engagement and community participation and include the use of social media outreach tools to enhance the County’s online presence.

County Manager's Office - Nextdoor

"Nextdoor" is a neighborhood information sharing platform for the unincorporated communities in San Mateo County that will be available in late 2013.

County Manager's Office - Mindmixer

"Mindmixer" is an online community issues discussion platform that will go live in 2013 and can be found at www.SMCSPEAKOUT.com.

Information Services Department (ISD) – New/Replacement Business Systems

ISD's proposed model for new/replacement business systems recognizes the ramp-up and staffing flexibility needed for multi-year IT projects, and base level of core ongoing support once the projects are completed. This model could also apply to fixed-term pilot projects in other parts of the County organization, to allow time for ramp-up and evaluation of innovative programs before determining if they should be integrated into core operations (e.g., prevention and early intervention pilots).

Parks Department – Organizational and Service Delivery Review

In the upcoming year, the Parks Department will review its organizational structure and assess how services are delivered. This review will provide an opportunity to explore the application of the various recommended work delivery models as additional resources/staffing are anticipated.

Human Resources Department (HR) – HR Technician Generalist Model

HR will pilot a new generalist model for HR Technician classifications using Term employees. These positions will support various service areas including recruitment, training, and employee and labor relations. It is anticipated that HR Technicians will gain broader experience that will prepare them for future promotional opportunities. A program description will be finalized in mid-2013 and recruitment will be conducted shortly thereafter.

Proposed Implementation Schedule

March 2013	Seek Board Approval for "Creating an Agile Organization" recommendations
March/April 2013	Engage stakeholders
April – August 2013	Comprehensive analysis to determine statutory, rules and policy revisions
May 2013	Submit report on planned tactics to further engage residents in local governance

September 2013	Ramp-up pilot projects
February 2014	Evaluate and report pilot results
September 2014	Scale-up changes across the organization

Appendices

Internal Practices Committee

The Internal Practices Committee (“committee”) was formed in July 2012 and included a cross-section of management staff from various departments within the organization. The committee was supported by Jim Delia of Delia and Associates.

The members are:

John Maltbie, County Manager
David Holland, Assistant County Manager
Reyna Farrales, Deputy County Manager
Peggy Jensen, Deputy County Manager
Mary McMillan, Deputy County Manager
Marshall Wilson, CMO Communications Director
Shanna Collins, CMO Management Analyst
John Beiers, County Counsel
Paul Okada, Chief Deputy County Counsel
Donna Vaillancourt, Human Resources Director
Rocio Kiryczun, HR Administrative Services Manager
Srija Srinivasan, Health Director of Strategic Operations
SaraT Mayer, Director of Health Policy and Planning
Mark Wyss, Captain, Sheriff’s Office

The committee first met in late July to identify and consider the pros and cons of the existing staffing structure to help inform and plan for the exploratory phase of the “Creating an Agile Organization” effort. The committee also conducted a SLOT’s (Strengths, Limitations, Opportunities and Threats) review of the current organizational/employment environment and identified the following topics for consideration: Department Operations; Compensation and Benefits; Policies, Processes and Procedures; Employee Recruitment, Retention and Turnover; Political Climate; Labor Agreements; Performance Management; Financial; Organizational Capability; Skills and Competence; Service Delivery; and Sustainability.

The committee identified the following vision and goals at the outset of the process:

Design a flexible, inclusive and financially sustainable staffing structure that will attract and retain a diverse and talented workforce that can thrive in a dynamic environment, continually explore collaborative partnerships with other entities, and consistently deliver effective and efficient services to County residents.

- 1. Maximize our ability to meet the Shared Vision 2025 community outcomes of healthy, safe, livable, prosperous, environmentally conscious and collaborative with the resources available;*
- 2. Ensure that evolving public needs are addressed in a responsive manner;*
- 3. Leverage opportunities for partnership with other entities/ organizations working toward common goals;*
- 4. Create opportunities for residents to interact with the County to help shape policy decisions;*
- 5. Promote an organizational culture of continuous learning, collaboration, process improvement, and service orientation; and*
- 6. Attract and retain a diverse talent pool that has the breadth of skills, expertise, flexibility and adaptability necessary to provide excellent service to the public*

Various members of the committee met regularly throughout the process to review the data that was collected after each phase and to provide staff support to the larger Task Force.

General updates regarding the committee's progress were given to labor organizations at the monthly Labor/Management Structural Budget Deficit meetings. Updates were also provided to the County Executive Council.

Task Force

The Task Force was composed of a cross-section of community and business leaders, along with the members of the Internal Practices Committee.

The external members include:

Jayne Battey, Managing Director of Miramar Environmental, Inc
Michael Brownrigg, Burlingame City Council Member
Michael Garb, Retired CEO, Star Vista
Mike Garvey, Retired Public Administrator

Bob Hortop, Vice President of Strategic Development, Mills Peninsula
Audrey Ng, San Mateo/Foster City School Board Member
Seren Pendleton-Knoll, Youth Commission Program Coordinator/StarVista
Seth Rosenblatt, President, SMC School Boards Association

The Task Force first met in late September 2012 to discuss the purpose, role and goals of the group. The meeting also included presentations that provided members an opportunity to learn more about the changes that were already occurring within the County and to hear how other organizations are responding to some of the broader demographic, social and political changes taking place. The presentations included remarks by Paul Saffo, a technology forecaster and a San Mateo County resident. He described the relevant future trends and encouraged participants to “borrow bits and pieces from other organizations” and “not get trapped by short-term solutions for the long term.” Finally the group identified and discussed the significant issues that might affect the achievement of the goals for the “Creating an Agile Organization” effort.

The Task Force had three additional meetings between October 2012 and January 2013 to analyze the data collected and to provide feedback and direction to the Internal Practices Committee members regarding the proposed work delivery models and related criteria for the application of each model. The Task Force was also instrumental in identifying the advantages and challenges associated with each of the work delivery model and in providing guidance throughout the process of developing the *Recommendations for Follow-up/Implementation* that are contained herein (p. 7-9).

Data Collection

The Internal Practices Committee and the Task Force determined that data should be gathered from the following sources:

1. Systematic Review (see Exhibit “A”)
2. Internal Practices Survey (See Exhibit “B”)
3. External Practices Survey (See Exhibit “C”)

1. Systematic Review

Internal Practices Committee and Task Force members reviewed existing literature, articles, case studies and websites to identify relevant information to be considered. The design of the systematic review was guided by the purpose and goals of the overall process. The scope of the review was broad and was not limited to public sector strategies and practices. The review covered the following work delivery models and related topics:

- Workforce trends and staffing models
- Fixed Term employment and “up or out” concept (e.g., Military)
- Volunteers and Interns
- Fellowships

- Contracts/Contractors/Managed Competition
- Shared Services
- Competencies for a 21st Century Workforce
- Incentive based compensation

In addition, a review of existing staffing practices within the County was conducted, including examining Charter, Civil Service Rules, County Ordinance, and other policies relating to personnel (Exhibit “D”). The Internal Practices Committee also developed a set of questions designed to help explore the range of potential impacts that may result from the selection of any one of the work delivery models (Exhibit “E”).

2. Internal Practices Survey

An online survey was sent to all County department heads to gain insight into how work was being accomplished at the department-level and to identify any staffing approaches that have been working well and that could potentially be applied in other areas of the organization.

Departments provided information on how they have been utilizing part-time employees, temporary/extra help, contractors, fixed term employees, volunteers, and interns to meet their service delivery needs. Respondents indicated that all employ full-time employees, all have temporary/extra help employees, over 70% hire contractors, and 50% have interns and volunteers.

Key Findings

Departments are interested in:

- More flexibility in the ability to use various staffing models
- Additional sharing of resources (for administrative functions)
- Compensation structures that align with the entities with whom they compete for talent
- Expanded use of volunteers
- Additional technology options to assist taxpayers that require less staff assistance and make services and business processes more efficient
- More contractors to assist with projects as needed
- Pay for performance (performance-based compensation)

3. External Practices Survey

An online survey was sent to external leaders through the International Personnel Management Association for Human Resources (IPMA-HR) and the Alliance for Innovation to determine the extent to which they have been using alternative staffing models. Ten (10) agencies responded to the survey including: Multnomah County, OR; City of Charlottesville,

VA; City of Phoenix, AZ; City of Virginia Beach, VA; City of Lake Oswego, OR; Pierce County, WA; City of Dallas, TX; City of Los Angeles, CA; City and Borough of Juneau, AK; and Metro, OR. In addition to the online survey, outreach was made to the County Personnel Administrators Association of California (CPAAC) about their workforce strategies.

Key Findings

Public sector organizations that were surveyed follow similar staffing strategies and practices to those that are under consideration as part of this initiative, including:

- Wide spread use of contractors and temporary employees
 - The most common services that are contracted out are in Information Technology (IT), Building Services, and Construction
- Some use of “Fixed Term” employment
 - Multnomah County hires fixed term employees (who have full benefits) for short term or grant-funded projects.
 - Many of the fixed term employees are found in the IT area.
- Several organizations have robust volunteer programs
- Many organizations are also exploring means to leverage technology and create opportunities for self-help services

Information obtained from these external organizations was helpful in the development of the recommended work delivery models.

Recommended Work Delivery Models

A goal of this initiative is to offer departments an expanded array of employee classification types and community resources that will allow the County to continue to design sustainable service delivery models that provide excellent services to the public. Over the course of this study, seven (7) work delivery models were identified and examined. The recommendations that follow would be applicable for future staffing and organizational decisions and not affect the employment agreements with existing County employees.

The work delivery models include:

1. Regular Employee
2. Term Employee
3. Temporary/Extra-Help/Fellows/Paid Interns
4. Contractors

5. Volunteers/Unpaid Interns
6. Self-Help/Connected Community
7. Shared Services

Overall, decisions about service delivery structure should be made within the context of many factors, including the end goal for the service (who should receive the service, and at what level), what models for delivery already exist, relative positioning of the County with other stakeholders and partners, budget, administrative complexity, and alignment with other services.

The recommended work delivery models are described and organized below under the following categories:

Background/ Criteria	Brief summary and general overview of the purpose, features and benefits of the work delivery model; and organizational conditions, needs and priorities to be considered that include relevance, effectiveness, efficiency and utility.
Compensation/ Fiscal Impact	Wage and salary payments as well as benefits including health and life insurance, performance-based compensation, retirement payments, and any other non-cash compensation; and estimated costs associated with the work delivery model that could increase or decrease County expenditures.
Advantages	The expected or potential benefits of continuing, adding or changing the work delivery model.
Challenges	Factors that may affect the viability or the successful implementation of the work delivery model.
Example	An illustration of how this work delivery model could be used by a representative department.

I. Regular Employee

Process for Determining Regular Model

The criteria are: Organizational Risk, Policy Level Work, Critical Decision Making, Health and Safety, Management/Supervisory Responsibility, Continuity/Institutional Knowledge, Training Requirement, and Market Value of Critical Skills.

The criteria is separated into two categories (Level One and Level Two), as labeled below. A detailed description of the criteria is attached as (Exhibit "F").

Background/ Criteria	The Regular employee description would be changed to be more narrowly defined so that it is used more deliberately and not treated as an automatic, or first choice, staffing model when vacancies occur. The work must be done by a County employee, according to the County Charter or other legal and financial requirements; and the work must meet at least one Level One work criteria or at least three Level Two work criteria: <i>Level One</i> • Organizational Risk • Policy • Critical Decision Making <i>Level Two</i> • Health and Safety • Management/Supervisory Responsibility • Continuity/Institutional Knowledge • Training Requirement • Market Value of Critical Skills Work assigned to these employees is subject to ongoing, periodic reviews to determine whether the service delivery model needs to be redesigned.
Compensation/ Fiscal Impact	An employee's salary would be defined by the employee classification. Full benefits and a defined benefit retirement plan would be included as part of the compensation package. Performance-based compensation could also be included. Under the current retirement system, the employer (County) bears the full cost of any unfunded pension liabilities, which can increase significantly if investment earnings are not achieved. It is anticipated that earnings assumptions will be lowered over time from the current 7.5%. This will significantly increase the County's annual required contribution.
Advantages	1. Increases ability for departments to address financial challenges by strengthening the requirements for appointing a fully benefitted Regular employee to fill a vacancy. 2. Ensures the continuity of service, professional and community relationships, and institutional knowledge and memory by encouraging the strategic placement of key employees as needed.

	- Maintains easy mobility and job transfer for qualified candidates who are already employed by the County. - Structured to be competitive in attracting top talent that may be desired by other counties/local governments with which we compete.
Challenges	- Application of the strengthened criteria for appointing Regular employees must be consistent across departments. - The process by which to apply the hiring criteria and establish a cap for the number of Regular employees Countywide must be clearly defined to ensure consistency and long-term financial sustainability. - Morale issues within departments may occur as a result of employees working side-by-side who are in different retirement systems. - Criteria may favor management over line staff and therefore could reinforce existing tensions between management and staff. - The transparency of public sector compensation may create unintended morale issues among co-workers when performance-based incentives are introduced. - Limitations and/or restrictions may be contained in the current County Charter, Civil Service Rules, County Ordinance and County Employee/Employer Relations Policy.
Example	A Social Worker position in Child Protective Services is an example that would meet the criteria since the work involves <i>organizational risk, critical decision making, health and safety, training requirements, and the continuity/institutional knowledge to effectively perform duties</i>. These positions involve highly skilled casework that provide social services for neglected, abused, dependent or exploited children and their families in order to preserve the children's own home when possible, or by substitute care such as shelter care, foster homes or institutions.

II. Term Employee

Background/ Criteria	The expanded use of the Term Employee work delivery model would promote greater agility and adaptability to the changes the County increasingly faces in delivering public services in an effective and efficient manner. The limited-term nature of the Term Employee model could increase the County's ability to attract talented individuals, at an experienced level or entry level, who are focused

	more on short-term employment objectives and are not necessarily seeking a long-term employment commitment. The Term Employee model could also serve as a link to the Regular Employee model, if and when there is a need, and as more relevant experience is acquired. The model would be used when: • Work does not satisfy the criteria described for Regular employees as determined by County policy • Work is projected to last at least six (6) months, to a maximum of 5 years • Work is of a nature in which turnover in the workforce is helpful in meeting current work goals • Work is limited-term because it is a pilot program or project-oriented with specific desired outcomes and objectives with start/finish dates; grant funded, budgeted to eliminate a temporary backlog, or budgeted to address a temporary increase in workload caused by a significant event or initiative • Work benefits from a continual cycling of new ideas/perspectives from outside of County government • Work is part of a formal apprentice or trainee program that helps employees build skills, competence, and relationships over time • Work is of a nature that competes with organizations that do not grant pensions to their employees, and, therefore, skews salary comparisons Term Employee agreements may contain an “Option to Renew,” as determined by County management. Work assigned to these employees is subject to ongoing, periodic reviews to determine whether the service delivery model needs to be redesigned.
Compensation/ Fiscal Impact	An employee’s salary would be defined by the employee classification which in some instances could be greater than that of a Regular Employee. Full benefits and a defined contribution retirement plan would be included as part of the compensation package. Performance-based compensation could also be included. The defined contribution limits the County’s obligation to its portion of contributions.
Advantages	1. Increases flexibility for departments to fill vacant positions when needed.

	2. Reduces County long-term liability costs due to limits in pension contributions. 3. Increases ability to follow best practice recruitment timelines and prepare for filling positions that have high turnover. 4. Increases ability to continually attract, retain, and turnover when necessary, a diverse talent pool with current skills, expertise and ideas. 5. Positions County to more successfully compete for staff who value current salary vs. lifetime pension by opening compensation review to reflect market salary dynamics. 6. Eliminates the adverse consequences of displacement (bumping).
Challenges	1. Required departmental knowledge must be exchanged effectively. 2. Morale issues within departments may occur as a result of employees working side-by-side who are in different retirement systems. 3. The transparency of public sector compensation may create unintended morale issues among co-workers if performance-based incentives are introduced. 4. Contingency plans must be developed to mitigate the risk of Term employees leaving their positions for a new job before their assignment is completed. 5. Job market conditions will fluctuate and will affect the ability to recruit qualified candidates at the time they are needed. 6. Impact of the learning curve and training requirements for employees in some positions may affect productivity and customer service. 7. Limitations and/or restrictions may be contained in the current County Charter, Civil Service Rules, County Ordinance and County Employee/Employer Relations Policy.
Example	Pest Detection Specialist positions in the Department of Agriculture, or some Environmental Health Specialist positions in Environmental Health, would fall under this category when the services and funding are for a specified duration.

III. Temporary/Extra-Help/Fellows/Paid Interns

Background/ Criteria	The Temporary/Extra-Help/Fellows/Paid Interns work delivery model is already used by County departments. In the future, the Fellowship/Paid Intern model could be used more widely across

	departments to attract individuals who are new to local government, to careers with the County. Fellowships/Paid Internships can also include experienced professionals who are relaunching their careers after a hiatus (like full-time parenting). The Harvard Business Review, in a related November 2012 article, refers to this type of employment as “returnships.” The model would be used when: • The assignment, workload or project is not expected to last more than one year, or is intermittent from year to year • There is a need to temporarily backfill for a Regular or Term employee who is on leave • There is a temporary peak workload • The work involves intermittent (irregular) or seasonal (recurring annually) work schedules The use of fellowships could also be expanded to include newer as well as seasoned workers. Fellowships could last more than 1 year. Work assigned to these employees is subject to ongoing, periodic reviews to determine whether the service delivery model needs to be redesigned
Compensation/ Fiscal Impact	Employee salary is based on an hourly rate and benefits are limited to a defined contribution health plan that an employee may or may not elect to pay for. Hourly rates are competitive. Performance-based compensation could also be included. No retirement benefits.
Advantages	1. Streamlines recruiting processes to respond to immediate workload or position needs. 2. Increases professional opportunities for skilled students and experienced workers of all ages who are may be new to public service and bring new insights and approaches to the work. 3. Provides more opportunities to evaluate work performance and determine if an employee enjoys County employment and is suitable for a Regular or Term position.
Challenges	1. An appropriate level of commitment and reliability must be ensured. 2. The learning curve and training requirements for employees in some positions may affect productivity and customer service. 3. The transparency of public sector compensation may create unintended morale issues among co-workers when performance-based incentives are introduced. 4. Limitations and/or restrictions may be contained in the current County Charter, Civil Service Rules, County Ordinance and County Employee/Employer Relations Policy.

Example	Short-term or seasonal workers, such as Library Aides, Park Aides and Election Workers would fall under this category.

IV. Contractors

Background/ Criteria	The Contractor work delivery model is presently used by County departments. The category consists of Community Based Organizations, Independent Contractors and Freelancers. Depending upon the requirements of the assignment, the work performed may be done onsite or virtually. Due to the increase in connectivity and available technology, experts predict a steady increase in the number and type of knowledge workers who prefer the flexibility and independence of working as a contractor as opposed to an employee. The model would be used when: • Work requires unique expertise that is available in the private market; or • Amount of work needed is more effectively/efficiently managed by a contracted entity or individual for which/whom the County's needs can be combined with other clients in a shared services model; or • External entities are better positioned than the County to deliver work in an effective and efficient manner (i.e. rapid pace of changing technologies or skills); or • External entities have developed a unique competence with a target population or service area that the County is unlikely to be able to achieve Work assigned to these contractors is subject to ongoing, periodic reviews to determine whether the service delivery model needs to be redesigned
Compensation/ Fiscal Impact	Payment (via invoice) based on scope of work. Typically contractors are paid according to a schedule, e.g., one payment at the beginning of a project and another upon completion. Contractors are self-insured. Under a performance-based contract, the County would only

	pay the contractor when specific milestones and performance objectives are met.
Advantages	1. Can be utilized as services are needed, expanding flexibility to meet service needs. 2. Increases external perspectives to current problems. 3. Requires limited supervision as the assignments are based on outcomes. 4. Allows for the utilization of virtual workers with specific skill sets who reside outside normal commuting distances, even across the globe. 5. Reduces County short and long-term liability costs due to lack of benefit payments and pension contributions.
Challenges	1. Contractors may have additional outside projects and may have less commitment than an employee. 2. Rates may vary by project and overall market demand. 3. Job market conditions will fluctuate and will affect the ability to recruit qualified contractors at the time they are needed. 4. There may be less collaboration with virtual co-workers due to the lack of regular, social contact. 5. Limitations and/or restrictions may be contained in the current County Charter, Civil Service Rules, County Ordinance and County Employee/Employer Relations Policy.
Example	An individual under a contract to provide systems development consultation would fall under this category.

V. Volunteers/Unpaid Interns

Background/ Criteria	Volunteers offer services (at no cost) to departments throughout the organization, including the Library, Public Works and Parks, and Sheriff's Office. The services provided range from seasonal to year-round and may include office support, outreach, and maintenance services. Currently all volunteer coordination is handled by departments. The model would be used when: • The work is not budgeted (funding is not available) • The work involves low financial or legal organizational risk • The work provides an opportunity for citizens to engage with the County and community • The work does not replace existing staff

	Work assigned to these employees is subject to ongoing, periodic reviews to determine whether the service delivery model needs to be redesigned.
Compensation/ Fiscal Impact	No compensation. (Note: Volunteers may receive other incentives: training/workshops, award recognition programs, luncheon/ceremonies, etc.). County incurs costs for staff who supervise volunteers, and any reimbursements for minor expenses.
Advantages	1. Engages and involves citizens in the County. 2. Provides opportunity for volunteers to make connections. 3. Expands service delivery with minimal to no cost. 4. Allows for greater transparency of County operations to the public. 5. Increases opportunities to learn new skills and become more marketable, especially for individuals who are just entering, or are re-entering, the workforce.
Challenges	1. Recruitment (finding and retaining volunteers). 2. Time required supervising volunteers. 3. Resources needed to manage a comprehensive County-wide program. 4. Potential insurance liability and associated costs. 5. High turnover and associated time and costs of retraining. 6. Potential that some full-time staff could feel threatened by volunteers.
Example	A Public Works/Parks Volunteer who assists with neighborhood clean-ups, habitat restoration, trail maintenance, shoreline clean-up, docent tours, and visitor center support would fall under this category.

VI. Self-Help

Background/ Criteria	The Self-Help work delivery model typically would involve the use of web-based and/or mobile app-based technology (on demand service) and is intended to improve the connectivity to the public, rather than to be used as an alternative staffing consideration. <u>Examples:</u> Vote by mail, online property tax bill pay, self-check-in/out at the library, online government assistance, eligibility applications, online access to frequently requested information, and neighborhood watch groups organized using social media. The

	model would be used when: • It is determined that a service would be more convenient, available and cost-effective if it were accessible online • Cost-savings opportunities exist that would maintain or improve existing or planned services • The County does not want to provide, or is not able to continue providing, a service to the public • It is more effective and efficient for County staff to support partners to deliver a service previously provided by County staff
Compensation/ Fiscal Impact	No compensation. County expense would be incurred to support kiosks and other self-help tools.
Advantages	1. Efficient, streamlined processes would minimize administrative workload. 2. Expands convenience to the public through on-demand services. 3. Increases community engagement by encouraging citizen-partners. 4. Reduces some employee tasks and assignments and would allow for staff time to be redirected to duties that are more complex or of higher value.
Challenges	1. Public may disagree on which services should be designed as self-help and may disagree on the level and quality of some designated services. 2. Some service needs may not be adequately met for clients and customers who do not have access to the required technology or lack the necessary technical proficiency. 3. One-time costs for information technology purchases may be significant. 4. May displace the employees who are currently providing the service that is being transitioned to a self-help delivery model.
Example	A consolidated payment center in the Treasurer's Office allows for payments to be sent directly to the County's bank for processing which results in County staff being able to focus on customer service rather than opening mail.

VII. Shared Services

Background/ Criteria	This model involves sharing of resources (internal and external) with local municipalities, non-profits, joint power authorities and school and college districts to deliver cost-effective and efficient services. The sharing could include staff, real estate (owned or leased), equipment or organizational structure. The model would be used when: • Cost-savings opportunities exist that would maintain or improve existing or planned services • There is a demonstrated need or interest expressed by an existing or potential service partner
Compensation/ Fiscal Impact	Depending on the arrangement, the County could incur no increase in existing costs, pay a portion of costs or receive revenue for providing the shared service.
Advantages	1. Opportunity to maximize resources by taking advantage of economies of scale to achieve cost savings. 2. Potential to eliminate redundancy of services and expand the delivery reach across a broader customer base.
Challenges	1. Perception of loss of identity, local control and decision-making by some stakeholders. 2. Perception of who is in control by the public. 3. Impact on budget and operational flexibility. 4. Impact on current departmental policies. 5. Increased focus on coordination and collaboration between stakeholders. 6. Unforeseen cost implications (e.g., retirement liability). 7. Cost of training new staff. 8. Sharing some services that require less than full time equivalent hours (FTE) may not result in labor cost savings if the position still needs to be filled full time in order to be available for other tasks and services. 9. Potential to cause conflicts between parties, increasing legal costs.
Example	Police services provided to various cities (San Carlos, Millbrae, and Half Moon Bay) and the Regional Training & Development Consortium for Public Agencies are examples of agencies pooling their resources to provide cost-effective services.

Systematic Review

- “Implementing an Agile Talent Management Strategy: The Perfect Model for a Crazy Economy” (December 2009) Dr. John Sullivan
- “Future Work Skills 2020” Institute for the Future for the Apollo Research Institute (2011)
- “What’s the Future of Local Government? An Alliance White Paper Intended to Provoke a Needed Conversion” Alliance for Innovation (January 2011)
- “Approaches to Delivering Best Value Services” City of Carlsbad (July 2011)
- “Thinking Strategically in Trying Times” CSAC Institute, Rich Callahan, USF (material from Robert Biller, USC)
- “The Third Wave of Virtual Work”, Tammy Johns and Lynda Gratton, Harvard Business Review, January-February 2013
- “The 40-year-old Intern”, Carol Fishman Cohen, Harvard Business Review, November 2012

In addition various articles and websites relating to term employment, fellowships, performance based compensation, training/skill building, and contract services were reviewed. Taskforce members contacted various organizations to learn about their best practices, including PG&E and several local governments.

**Creating an Agile Workforce
Internal Practices Survey**

1. Department/Contact Information:

2. What type of work (i.e. administrative, project-oriented, maintenance, technology, client services, analysis, etc.) do you assign, or have you assigned, to any of the following staff categories? (List as many work types as apply)

	Type of Work (provide examples/details)
Part-time Permanent	
Temporary (Extra Help)	
Short Term Contractors (less than one year)	
Long Term Contractors (more than 1 year)	
Fixed Term Employees	
Volunteers	
Interns	
Other (Identify)	

3. What is the approximate percentage of your work that is performed by the following categories?
 - Full-time Permanent employees ____%
 - Part-time Permanent employees ____%
 - Temporary (Extra Help) ____%
 - Contractors ____%

4. Please add any additional thoughts, comments or reflections on staffing strategies used by your department.

**Survey distributed to all County departments via SurveyMonkey.*

Creating an Agile Workforce External Practices Survey

1. What is the approximate number of employees in your organization?

2. What staffing strategies do you use to perform each of the following types of work? (Check all those that apply)

	Full-time Permanent	Part-time Permanent	Temporary (Extra Hire)	Short Term Contractors (less than 1 year)	Long Term Contractors (more than 1 year)	Fixed Term	Volunteers	Interns	Other
Accounting and Finance									
Administrative Support									
Building Maintenance									
Business/Systems Analysis									
Construction									
HR Support									
Health Services									
Information Technology									
Law Enforcement									
Parks Maintenance									
Social Services									
Other									

3. What other staffing strategies are you using or considering?

4. Please add any additional thoughts, comments or reflections on staffing strategies at your organization.

5. What is the approximate percentage of your workforce who are classified in each of the following categories?
 - Full-time Permanent ____%
 - Part-time Permanent ____%
 - Temporary (Extra Hire) ____%
 - Contractors ____%

6. What is the approximate percentage of your employees who are represented?

_____ %

Contact Information:

Name

Title

Organization

Phone #

Email address

**Survey distributed via SurveyMonkey.*

San Mateo County Laws/Rules/Policies Governing Personnel

<i>County Charter Articles 501-508</i>	<i>Civil Service Rules</i>	<i>County Ordinance Title 2 Administration, Article 2.7</i>	<i>Employee/Employer Relations Policy</i>
• Merit basis • In conformance with EEO • Classified/Unclassified Service • Civil Service Commission & Rules - o Standardization of positions - o Examination - o Eligible lists - o Certification of lists - o Probationary Periods - o Temporary Appointments - o Demotion, Reduction in Force, Reemployment, Suspensions, Discipline • Disciplinary Action • Hearings and Appeals • Compensation	• Classification of Positions • Recruitment • Applications • Examinations • Eligible Lists • Requisition and Certification • Medical Standards • Appointment, Probation, Promotion, Demotion and Transfer • Performance Evaluation • Disciplinary Action • Appeals • Resignation • Reduction in force, layoff, reemployment	• Pay rates • Merit Increases • Attendance and Hours of Work • Overtime • Work Groups • Holidays • Vacation • Sick Leave • Leaves of Absence • Tuition Reimbursement • Outside Employment	• Employee Rights • County Rights • Scope of Consultation and Negotiation • Requests for Registration of Employee Organizations • Establishment and modification of representation units • Certification and decertification of employee organizations • Executive Sessions • Negotiations • Impasse procedures • Unfair employee relations practices • Grievances • Attendance at Meetings by employees • Use of County Facilities

**Creating an Agile Organization
Work Delivery Models
Questions**

We seek to broaden the range of work delivery models to promote greater agility and adaptability to the changes the County increasingly faces in delivering public services in an effective and efficient manner. These models are in a development stage, for consideration for future staffing/organizational decisions, and will not affect existing County employees. Our hope is that an expanded array of workforce types will allow the County to continue to design service delivery models that provide excellent services to the public within the constrained financial resources we must live within. We also hope that new workforce categories position us to better compete for talented individuals for whom County service may be an entry/training or limited duration role but who do not seek to commit to a career in County service. Finally, we hope that greater uniformity in some types of roles across County departments may assist the County in effectively supporting work that is similar across departments.

Instructions:

The following questions are designed to help explore the range of potential impacts that may result from the selection of any one of the work delivery models. As each model is considered, review the questions listed and determine which ones apply. Note how the answers to these questions help to clarify how viable the model is for the work it is intended to perform.

Service Delivery

- Will the model allow the department to design a service delivery structure that aligns with County needs?
- Will customer service be improved?
- Will service demands be met?
- How will the ability to develop and/or maintain a service-oriented culture be affected?

Skills and Competence

- Will this model make it easier to bring in workers with the necessary skills?
- How long will it take to train new staff?

Employee Recruitment, Retention and Turnover

- How will it be easier to recruit staff reflective of the community we serve?
- Will it be easier to retain lower seniority, higher performing staff during periods of decreasing budgets as a result of this model?

- How will the recruitment process and cycle time be affected?
- Will this model be more attractive for retirees, experienced private sector employees and/or new graduates?
- Will this model inspire people to want to join the public sector to help others rather than strictly pursue job stability?
- If we lose some employees as a result of this model, can we gain others?
- How does the model affect the goal of achieving a diverse work force?
- How will employee turnover and retention be affected?

Department Operations

- How will this model encourage more flexibility and agility within the operation of the department?
- Will this model enable a quicker response to changing service and operational needs?
- Will this model make it easier to implement comprehensive/strategic policies?
- Will there be an adverse affect on the management of institutional knowledge?

Organizational Flexibility

- Does this model provide the desired flexibility for hiring managers?
- How will mobility within the department and the County be enhanced?
- Will the organizational structure be less complicated as a result of the use of this model?
- Will it be easier to share resources (human) across the department or the County?
- Will the organization be better able to respond to the introduction of new technologies?

Performance Management

- How will this model make it easier to address poor performance?
- How will this model make it easier to reward performance?
- How is succession planning affected?
- Will employees be more or less clear about roles and responsibilities?

Financial

- Can the department use this model to react more quickly to program/budget changes?

Organizational Climate

- Will this model help create a more attractive work environment for individuals new to the workforce?
- Will there be more opportunities for workers to contribute new ideas and fresh perspectives?

- Will more collaboration across departments be encouraged?
- How will employee loyalty and morale be affected?
- How will this model impact employee engagement?

Compensation and Benefits

- How will the use of this model affect potential workers who are interested in making a long-term commitment to the County and are drawn to the stability of long-term employment and benefits?
- Does the model promote livable wages and working standards?

Policies, Processes and Procedures

- Will there be any issues creating regarding fair and equitable employment practices?
- How will existing MOUs be affected?
- Do any sections of the County Charter need to be changed?
- Do any sections of the Civil Service Rules need to be changed?
- What existing departmental policies and procedures may be affected?

Consistency

- How will consistency, standardization and uniformity of services be affected?

Political Climate

- Will there be political resistance to the use of this model?

Exhibit “F”**Regular Employee - Criteria Definitions**

Level One Criteria	
Organizational Risk	The level of risk associated with the likelihood of occurrence and/or impact of job duties involving financial resources, legal/regulatory/compliance, operations, technology, capital assets, and/or reputation of the County.
Policy Level Work	Responsibility for determining organizational policies and the decision-making associated with those policies
Critical Decision Making	Responsibility for high-level significant decisions that impact the County’s financial resources, infrastructure or human resources.

Level Two Criteria	
Health and Safety	Responsibility for the direction, control and implementation of critical health and safety policies, procedures and work practices that affect clients, community members or other workers and employees.
Management/Supervisory Responsibility	Responsibility for directly hiring workers, assigning responsibilities, rewarding and evaluating performance, and approving time records and leave requests.
Continuity/Institutional Knowledge	The demonstrated need for continuity in an assigned position and/or the current level of importance and/or criticality of an individual’s job duty knowledge or skills.
Training Requirement	The time and resource investment required to attract, or develop, staff with the appropriate amount of formal or informal training needed to perform specific job duties at the desirable competency level for the period of time necessary.
Market Value of Critical Skills	The value of the uniqueness or the critical skills represented by the potential adverse impact of the loss, and/or the level of difficulty recruiting for the skill set due to specific labor market conditions.

40 YEARS OF SERVICE

Eileen Bruins
Human Services Agency

30 YEARS OF SERVICE

Joseph Bergeron
Superior Court

Kenneth Duval
Public Works & Parks

Martha Virgo
Superior Court

20 YEARS OF SERVICE

John Flahavan
Sheriff's Office

Anthony Mariucci
Sheriff's Office

Ceferino Gonzales
Sheriff's Office

Hilaria Perez
Health System

William Lowell
Department of Housing

Martha Poyatos
LAFCo

Jerry Schoenfeld
Health System

10 YEARS OF SERVICE

Stacey Adleson
Health System

Annelys Guisasola
Health System

Vilma Aguilar
Human Services Agency

Ednalina Hernandez
Human Services Agency

George Antrea
Superior Court

Ana Huguet
Health System

Donna Barrett
Health System

Kelly Lambert
Health System

Marcia Buckwalter
Health System

Brandon Lau
Human Services Agency

Anne Coonrod
Human Services Agency

Michael Medina
Sheriff's Office

Jose Cortez
Human Services Agency

Jorge Melendrez
Superior Court

Sonia Dham
Human Services Agency

Cesar Montano
Department of Housing

Doris Estremera
Health System

Joanna Nuevo
Health System

Bai Fu
Health System

Rosa Posadas
Human Services Agency

10 YEARS OF SERVICE

~continued~

Jennifer Prado
Sheriff's Office

Alexis Sanchez
Probation

Robin Pratap
Probation

Philip Stribling
Probation

Raul Ramirez
Health System

Luis Vergara
Human Services Agency

Eda Rivera
Health System

Jose Villalobos
Public Works & Parks



County of San Mateo

SERVICE AWARDS

March 12, 2013

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

Don Horsley
President, Board of Supervisors

March 12, 2013

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

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

The meeting was called to order at 9:03 a.m.

February 26, 2013

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Speakers recognized by the President:

Martin Fox, Belmont

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

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

Motion: Tissier / Second: Pine

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

PRESENTATIONS AND AWARDS

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

Speakers recognized by the President:

Supervisor Carole Groom, Board of Supervisors

Lisa Fasano, Communications Manager, Bay Area Air Quality Management District

Supervisor Dave Pine, Board of Supervisors

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

Speakers recognized by the President:

Supervisor Carole Groom, Board of Supervisors

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 **(072379)** adopting the garbage and recyclables collection rates for County Service Area No. 8 (Public Works)

- 1) Report and recommendation
- 2) Close public hearing

Motion: Tissier / Second: Pine

- 3) Adopt resolution

Motion: Tissier / Second: Groom

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

Speakers recognized by the President:

Jim Porter, Public Works

Supervisor Warren Slocum, Board of Supervisors

REGULAR AGENDA

HUMAN SERVICES AGENCY

4. Director's Report

Speakers recognized by the President:

Dr. Loc Nguyen, Human Services Agency

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Carole Groom, Board of Supervisors

Supervisor Dave Pine, Board of Supervisors

Supervisor Don Horsley, Board of Supervisors

Sharon McAleavey, AFSCME

Shanthi Karamcheti, StarVista Differential Response
Martin Fox, Belmont
Pat Bohm, Daly City Peninsula Partnership Collaborative

PUBLIC WORKS

5. Resolution (**072380**) 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)

Motion: Horsley / Second: Tissier

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

Noes: None

Agreement was revised to delete the Jet-powered bicycle demonstration, the motorcycle freestyle jump exhibition, and the Go-kart rides.

Speakers recognized by the President:

Jim Porter, Public Works
Supervisor Dave Pine, Board of Supervisors
David Vespremi, Moss Beach
Laslo Vespremi, Moss Beach
Bill Mahhr, Montara
Doug Eller, Half Moon Bay Dream Machines
Chad Hooker, Pacific Coast Dream Machines, Coastside Adult Day Health Center
Janie James, Coastside Adult Day Health Center
Ray Martini, Coastside Adult Day Health Center
Kathryn Slater-Carter, Montara
Eddie Andreini, Half Moon Bay Pilots & EAA

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

This item was continued to an unspecified date.

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

Speakers recognized by the President:

Reyna Faralles, Deputy County Manager
Mary McMillan, Deputy County Manager
Supervisor Carole Groom, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Warren Slocum, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Peggy Jensen, Deputy County Manager
Martin Fox, Belmont
Kate Comfort Harr, HIP Housing

Motion: Groom / Second: Pine

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

Speakers recognized by the President:

Mary McMillan, Deputy County Manager
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Martin Fox, Belmont

Motion: Tissier / Second: Groom

BOARD OF SUPERVISORS

9. Board Members' Reports

Supervisor Warren Slocum thanked the North Fair Oaks (NFO) Community Council for taking out time on Sunday, February 24th to meet to determine their priorities and what the council wanted to accomplish in 2013 - their #1 priority is illegal dumping in NFO. Supervisor Slocum wanted to recognize Beverly Beasley Johnson for the Hack-a-thon that took place at Stanford University. Supervisor Slocum also stated that he was impressed with the Code for America folks who also participated in making the event such a success.

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.

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

BOARD OF SUPERVISORS

11. Resolutions **(072381 & 072382)** authorizing the submittal of two grant applications to the

California Department of Transportation to conduct a Comprehensive Transportation Management Plan each in an amount not to exceed \$300,000 (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 **(072383)** 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 **(072384)** 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 **(072385)** 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 **(072386)** 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 **(072387)** authorizing a transfer in the amount of \$350,000 from Non-departmental ERAF reserves to Non-departmental Management Services
19. Resolution **(072388)** 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 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 this Resolution and the Board

This item was moved to the consent agenda.

Speakers recognized by the President:

Supervisor Dave Pine, Board of Supervisors

Peggy Jensen, Deputy County Manager

Lee Thompson, County Counsel

John Beiers, County Counsel

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Carole Groom, Board of Supervisors

Motion: Tissier / Second: Groom

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

Noes: None

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 **(072389)**: (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 **(072390)** 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 **(072391)** 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 **(072392)** 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 **(072393)** 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 **(072394)** 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 **(072395)** 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 **(04650)** 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 **(072396)** 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 **(072397)** 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 **(072398)** 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 **(072399)** 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 **(072400)**:
 - 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 **(04651)** 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

The Board on a 4-0 vote, Supervisor Slocum absent, took the following action; the Board agreed to join 20 other counties in seeking appellate review of a trial court decision that upheld an interpretation of state law to continue requiring counties (as opposed to the state) to pay for recalling services provided in Institutes for Mental Disease, otherwise known as IMD's.

- 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

The Board on a 4-0 vote, Supervisor Slocum absent, agreed to file an amicus curiae brief in support Santa Clara County's defense of a lawsuit brought by the Silicon Valley Taxpayers Association challenging their sales tax measure as unconstitutional.

The Board recessed to regular closed session at 12:20 p.m.

The Board reconvened the open session at 12:43 p.m.

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

The meeting was adjourned at 12:44 p.m. in memory of Elsie Martin Garrison, Robert Franceschini, Sr., and Timothy Guiney.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors



DATE: March 5, 2013
DATE OF HEARING: March 12, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Don Horsley, President of the Board
SUBJECT: South Bayside Waste Management Authority Governance

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board of Supervisors to appoint Supervisor Carole Groom to serve on the South Bayside Waste Management Authority Blue Ribbon Task Force on Governance and other issues

BACKGROUND:

The South Bayside Waste Management Authority (SBWMA) is a 12-member Joint Powers Agency that provides support to member agencies to provide solid waste and recycling collection, processing and disposal. The member agencies include: Burlingame, Hillsborough, Foster City, Belmont, San Carlos, San Mateo, Redwood City, Menlo Park, Atherton, East Palo Alto, the West Bay Sanitary District and the County of San Mateo.

The Redwood City Council has recommended the formation of a Blue Ribbon Task Force composed of one elected official from each of the SBWMA member agencies to “analyze the governance structure and board composition of the SBWMA and develop alternatives to the current structure.” Council members expressed concerns with the current SBWMA board composition, increasing collection rates, size of the SBWMA staff and the agency’s budget.

DISCUSSION:

Currently, the Board of Directors of the SBWMA is comprised of senior staff members from the member agencies, such as city managers, public works directors or finance directors. Recently, there has been an interest in having elected officials from the member agencies serve. It would take a two-thirds majority vote of the member, or eight of the member agencies to change the JPA structure.

Approval of this Resolution contributes the 2025 Share Vision outcome of a

Collaborative Community is reflected through this efficient JPA shared service.

FISCAL IMPACT:

None.

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

* * * * *

RESOLUTUION AUTHORIZING THE PRESIDENT OF THE BOARD OF
SUPERVISORS TO APPOINT SUPERVISOR CAROLE GROOM TO SERVE
ON THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BLUE
RIBBON TASK FORCE ON GOVERNANCE AND OTHER ISSUES

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

WHEREAS, the County of San Mateo with 11 other local agencies formed
a joint powers authority to provide solid waste and recycling called the South
Bayside Waste Management Authority (SBWMA); and

WHEREAS, this joint powers authority currently has board membership
comprised of staff representing the member agencies, primarily city managers,
finance directors, environmental health managers, and public works directors;
and

WHEREAS, increasing collection rates, size of the agency's budget and
staff, coupled with the lack of directly elected representation have caused
concern with members agencies; and

WHEREAS, those agencies have called for the creation of a Blue Ribbon Task Force to review the governance structure, fiscal and other issues of concern emanating from the composition of the current SBWMA board; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED
that:

The President of the Board of Supervisors is authorized to appoint Supervisor Carole Groom to represent the County of San Mateo on the Blue Ribbon Task Force focused on the governance of the SBWMA, its board composition as well as other fiscal issues of concern and to make recommendations to improve the representation and the efficiency of the SBWMA.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: February 15, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley
Supervisor Carole Groom

Subject: Appointments to the Assessment Appeals Board

RECOMMENDATION:

Appoint the following to the Assessment Appeals Board for terms ending September 30, 2016:

- A) Craig Harris Collins as Commissioner and;
- B) James E. Manning as Alternate Commissioner

BACKGROUND:

In order to equalize the local tax assessment roll, the Assessment Appeals Board is charged with increasing individual assessments after giving notice, lowering individual assessments upon application and hearing public appeals to property tax assessments. Members of this Board must have a minimum of five years professional experience in the State of California as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, or possess competent knowledge of property appraisal and taxation.

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
County Manager



Date: February 19, 2013

Board Meeting Date: March 12, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Carole Groom
Supervisor Warren Slocum

Subject: Appointment to the In Home Supportive Services Advisory Committee

RECOMMENDATION:

Recommendation for the appointment of Diane Prosser to the In-Home Supportive Services Committee representing Independent Provider for a term ending December 31, 2017.

BACKGROUND:

The In-Home Supportive Services Advisory Committee was created to advise the In-Home Supportive Services Public Authority and the Board of Supervisors on services and functions of the In-Home Supportive Services Public Authority.

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
County Manager



Date: February 20, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: Reappointment to the Commission on Aging

RECOMMENDATION:

Recommendation for the reappointment of Steven E. Cobb to the Commission on Aging representing member for a term ending June 30, 2015.

BACKGROUND:

The mission of the San Mateo County Commission on Aging is to improve the quality of life for seniors in San Mateo County through the promotion of independence, self-sufficiency, mental and physical health, as well as community involvement.

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
County Manager



Date: February 15, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: Reappointment to the Emergency Medical Care Committee

RECOMMENDATION:

Recommendation for the reappointment of Francine Serafin-Dickson to the Emergency Medical Care Committee representing Hospital Administration for a term ending March 31, 2015.

BACKGROUND:

The responsibility of the Emergency Medical Care Committee is to review annually each of the ambulance services operating and offered within the County, as well as first aid practices in the County. The Committee establishes and monitors emergency care guidelines, presents recommendations to improve emergency care, and establishes and monitors critical patient treatment and transfer guidelines.

DISCUSSION:

Francine Serafin-Dickson has served on the Emergency Medical Care Committee since August 12, 2003 and wishes to be reappointed.

FISCAL IMPACT:

None



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: February 15, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: Reappointment to the Emergency Medical Care Committee

RECOMMENDATION:

Recommendation for the reappointment of Ron Myers to the Emergency Medical Care Committee representing Fire Chiefs for a term ending March 31, 2016.

BACKGROUND:

The responsibility of the Emergency Medical Care Committee is to review annually each of the ambulance services operating and offered within the County, as well as first aid practices in the County. The Committee establishes and monitors emergency care guidelines, presents recommendations to improve emergency care, and establishes and monitors critical patient treatment and transfer guidelines.

DISCUSSION:

Ron Myers has served on the Emergency Medical Care Committee since September 9, 2009 and wishes to be reappointed.

FISCAL IMPACT:

None



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: February 15, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: Reappointments to the Commission on the Status of Women

RECOMMENDATION:

Reappoint the following to the Commission on the Status of Women for terms ending December 31, 2016:

- A)** Manufou Liaiga-Anoa'i representing Adult Member and;
- B)** Clarissa (Keesa) Ocampo representing Adult Member

BACKGROUND:

The Commission is charged with the responsibility of assessing the needs of women, girls and families in the County. Acts as a resource and makes recommendations to the Board of Supervisors annually.

DISCUSSION:

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

FISCAL IMPACT:

None

Resolution

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

Lillian I. Matsumoto

Upon The Celebration of Her

100th Birthday

WHEREAS, Lillian I. Matsumoto was born Lillian Yuri Iida on February 4th, 1913, in Salt Lake City, Utah; and

WHEREAS, Lillian I. Matsumoto entered the University of California, Berkeley, at age 16, where she graduated with a Bachelor of Science degree and Graduate Certificate in Social Welfare; and

WHEREAS; Lillian I. Matsumoto joined the staff at Shonien, an orphanage for Japanese-American children, as the Assistant to the Superintendent in 1935; and

WHEREAS, Lillian married Harry Haruo Matsumoto on February 15, 1942; and

WHEREAS; In June of 1942, Lillian was instrumental in assisting the United States Army in setting up the Children's Village that she and her husband Harry ran at the Manzanar Internment Camp, the only internment camp to house an orphanage, and the village housed approximately 100 babies and children; and

WHEREAS; Lillian was released from Manzanar Internment Camp with her husband Harry and adopted baby daughter Karyl and moved to Salt Lake City, Utah, in September of 1944, gave birth to their son Kent in April of 1945, and was blessed with the birth of a granddaughter, Sabetta, in June of 1985; and

WHEREAS; Lillian began working at the Berkeley Unified School District in the Library Department in 1956, moved on the Library Department at University of California, Berkeley, in 1958, and eventually retired as the only non-professional Library Librarian in her position in the entire University of California system.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates Lillian I. Matsumoto upon the celebration of her 100th Birthday. The Board hereby expresses its sincere wishes for many more years of health and happiness.

Dated: February 4, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

Resolution

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

7 Mile House

Upon The Celebration of Its
160th Anniversary

WHEREAS, 7 Mile House, located in Brisbane, California, was built circa 1853 as a stagecoach stop seven miles from the San Francisco Ferry Building; and

WHEREAS, 7 Mile House is the last original mile house left standing in its original location in the San Francisco Bay Area; and

WHEREAS, 7 Mile House was one of many mile houses established in the mid 1800s which served as local post offices and old stagecoach stops where horses rested and were exchanged; and

WHEREAS, 7 Mile House was the pit-stop of young members of the Hayes Valley Gang on August 6, 1876, while they were on a criminal spree of thievery, assault and manslaughter in the Mission District of San Francisco, which was one of the events that marked the violent tradition of gangs and gang wars in Old San Francisco; and

WHEREAS, 7 Mile House became one the few locations licensed to sell whiskey during the Prohibition in the early 1920's, when the neighborhood now called Brisbane was known for moonshining and bootlegging; and

WHEREAS, 7 Mile House became well known for its rough atmosphere with truckers and bikers frequenting the establishment in the 1970's, and rumor has it that later it was the largest operation of illegal sports gambling west of the Mississippi; and

WHEREAS, 7 Mile House is currently run as a restaurant and bar that sits along the perimeters of San Francisco, Brisbane and Daly City, which draws a diverse, family-oriented crowd, a far cry from it years of colorful history.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates 7 Mile House upon the celebration of its 160th Anniversary. The Board hereby expresses its sincere wishes for many more years of success, good fortune and excellence.

Dated: February 6, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

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

Sofia Dueñas

WHEREAS, **SOFIA DUEÑAS** is the recipient of the 2012 Sequoia Award as an “Outstanding Student” for her service and contributions to the community; and

WHEREAS, **SOFIA DUEÑAS** has logged over 1,500 volunteer hours including work with Aim High, Kennedy Middle School, Stem Club, College Track and Reading Partners and in addition to this volunteer contribution, **SOFIA DUEÑAS** went a step further, founding Science Superheroes, a project that matched a group of high school student volunteer facilitators with North Fair Oaks students to work on a series of science experiments; and

WHEREAS, **SOFIA DUEÑAS** also volunteered in Oaxaca, Mexico where she spent eight weeks teaching nutrition classes to undernourished and anemic students, worked with the community to fundraise so that a new playground could be built; and

WHEREAS, through her volunteer efforts **SOFIA DUEÑAS** has recognized the importance of sharing knowledge and experience with others, and awakening curiosity and the belief in new possibilities and dreams in someone else.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends **SOFIA DUEÑAS** upon being named the 2012 Sequoia Award “Outstanding Student,” and thanks her for her continuing service to the community.

Dated: March 7, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

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

Jeremy Smith

WHEREAS, JEREMY SMITH is the recipient of the 2012 Sequoia Award as an “Outstanding Student” for his service and contributions to the community; and

WHEREAS, JEREMY SMITH has logged over 1300 volunteer hours including work close to home at the Hearts and Hands Camp at Developmental Pathways, tutoring students at Sequoia’s AVID program for first-generation college-bound students, and organizing events for the American Cancer Society’s Relay for Life, and far from home in Ecuador helping revive a rural community through youth empowerment, educational camps, and community development efforts; and

WHEREAS, in addition to his volunteer experience, JEREMY SMITH is an exceptional student and athlete, and has won recognition for his spirit, his intellectual curiosity and his ability and motivation for art, and has also served as Vice President of the freshman class and Commission of Shadowing for Sequoia High School; and

WHEREAS, through his volunteer efforts JEREMY SMITH has recognized that these efforts are an exchange, that the volunteer often learns as much from the experience as the individuals who are the focus of the volunteerism, and that the spread of knowledge and compassion is a reward unto itself.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends JEREMY SMITH upon being named the 2012 Sequoia Award “Outstanding Student,” and thanks him for his continuing service to the community.

Dated: March 7, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

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

Richard Imperiale

WHEREAS, **RICHARD IMPERIALE** is the recipient of the 2012 Sequoia Award as an “Outstanding Individual” for his 12 years of service and contributions to the Hoover Community School; and

WHEREAS, **RICHARD IMPERIALE**, known as Mr I., visits primary classrooms every morning for about four hours a day to read a book to the class, or to work with a small group of students, reviewing a range of skills from learning new vocabulary words to remembering the steps in three-digit subtraction; and

WHEREAS, **RICHARD IMPERIALE** is welcomed by teachers and students alike, inspiring all and showing daily how one individual can make a difference in the community; and

WHEREAS, **RICHARD IMPERIALE** also serves as a member of the Financial Advisory Committee where he always advocates for equity for the east side schools in the difficult budget reduction process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends **RICHARD IMPERIALE** upon being named the 2012 Sequoia Award “Outstanding Individual,” and thanks him for his continuing service to the community.

Dated: March 7, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

Resolution

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

ROCKET FUEL

WHEREAS, ROCKET FUEL is the recipient of the 2012 Sequoia Award as an “Outstanding Business” for its commitment to building a better community through community outreach, volunteerism, and fundraising in the Redwood City area and beyond; and

WHEREAS, ROCKET FUEL’S “Rocket Fuel Gives Back” was founded to ensure community outreach was a priority for the organization, and with the support of executives and partners added fund raising events supporting education programs benefitting youth-at-risk; and

WHEREAS, ROCKET FUEL partners with InnVision Shelter Network in a variety of ways, including bi-weekly food and supply donations to the Maple Street Shelter, monthly catered lunch events at both First Step for Families and the Maple Street Shelter, and catered holiday events at both shelters on days including Veterans Day, Thanksgiving and Christmas; and

WHEREAS, ROCKET FUEL partners with United Way, sponsoring fundraising events focused on education in the bay area and nationwide and this year, **ROCKET FUEL** exceeded their SAL/PAL Christmas toy donations drive goal, tripled their Second Harvest Food Bank barrel donations, and solicited books for children.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends **ROCKET FUEL** upon being named the 2012 Sequoia Award “Outstanding Business,” and thanks **ROCKET FUEL** for its continuing service to the community and commitment to building a healthy Redwood City.

.

Dated: March 7, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

Proclamation

THE BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA PROCLAIMS FEBRUARY 24th – MARCH 2nd, 2013 AS

PEACE CORPS WEEK

WHEREAS, the Peace Corps has become an enduring symbol of our nation’s commitment to encourage progress, create opportunity, and expand development at the grass-roots level in the developing world; and

WHEREAS, more than 210,000 Americans have served as Peace Corps Volunteers in 139 countries since 1961; and

WHEREAS, during the past 52 years, 28,422 men and women from the state of California have responded to our nation’s call to serve by joining the Peace Corps; and

WHEREAS, Peace Corps Volunteers have made significant and lasting contributions around the world in agriculture, business development, information technology, education, health and HIV/AIDS, and the environment, and have improved the lives of individuals and communities around the world; and

WHEREAS, Peace Corps Volunteers have strengthened the ties of friendship and understanding between the people of the United States and those of other countries; and

WHEREAS, Peace Corps Volunteers, enriched by their experiences overseas, have brought their communities throughout the United States a deeper understanding of other cultures and traditions, thereby bringing a domestic dividend to our nation;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of San Mateo, State of California, hereby declares February 24th – March 2nd, 2013 as PEACE CORPS WEEK in San Mateo County.

Dated: February 24, 2013

Supervisors:

Don Horsley, President

Dave Pine

Carole Groom

Warren Slocum

Adrienne J. Tissier

Attest: Deputy Clerk of the Board of Supervisors

Resolution

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

ART IN ACTION

WHEREAS, ART IN ACTION, founded in 1982 to bring visual arts education to the classroom is celebrating its 30th anniversary; and

WHEREAS, ART IN ACTION was founded at a time when Proposition 13 was decimating art programs in California and **ART IN ACTION'S** goal was to reestablish quality art education in the classroom; and

WHEREAS, ART IN ACTION enriches the lives of thousands of students each year in public and private schools and in after-school enrichment programs through an engaging hands-on curriculum that teaches art history, art appreciation and art techniques and through the training and support of educators and volunteers, **ART IN ACTION** seeks to make visual art an integral part of every student's education; and

WHEREAS, ART IN ACTION, brings art education to students in the cities of Atherton, Belmont, Burlingame, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco and Woodside and to the unincorporated communities of El Granada, La Honda, Montara, North Fair Oaks, and Pescadero.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors **ART IN ACTION** on its 30th anniversary and commends **ART IN ACTION** for its continuing service to the community ensuring that art education remains a reality for students in the community.

Dated: March 4, 2013

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Counsel



DATE: February 28, 2013
BOARD MEETING DATE: March 12, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John C. Beiers, County Counsel

SUBJECT: Correction of Property Tax Rolls Pursuant to sections 4831, *et seq.*, of the Revenue and Taxation Code.

RECOMMENDATION:

Approve corrections to the identified tax rolls and corresponding tax refunds.

BACKGROUND:

Revenue and Taxation Code sections 4831, *et seq.*, allow for the correction of clerical, descriptive and tax roll errors or mistaken entries. Over the course of any year, it is not uncommon to uncover some errors among the tens of thousands of assessments made by the Assessor. The errors may be caused by defects or delays in information or descriptions provided by assessees, unknown economic or historical information, duplication of assessments or simple clerical or mathematical errors by the assessee or the Assessor, or both. When the correction to the tax roll involves a refund, correction or cancellation of taxes in excess of \$50,000, Board of Supervisor's approval of that correction is required.

DISCUSSION:

The Assessor and Controller have found eight enrolled assessments that require corrections that are subject to the approval of the Board of Supervisors. The attached schedule lists the name of the taxpayer and the property address, the reasons for the correction, the amount of the correction, as well as the Roll Change number. Board approval may be evidenced by the execution of the Roll Correction form on behalf of the Board of Supervisors by the President of the Board.

Authorizing this correction of the property tax roll will contribute to the Shared Vision 2025 outcome of Collaborative Community by demonstrating fiscal accountability.

FISCAL IMPACT:

The total fiscal impact is a reduction to the tax roll \$235,071.34 in 2011 and \$1,028,354.80 in 2012. However, because refunds are only issued for property taxes already paid, the total property tax refunds are \$235,071.34 for 2011 and \$122,404.63 for 2012, including interest.

ATTACHMENT A

Roll Corrections

	Taxpayer Property Address and APN or Account No.	Tax Year and Reason/Description	Tax Roll Amount (Including interest, if applicable)	Change Number
1	Martins Beach 1 LLC 22325 Cabrillo Hwy S. Half Moon Bay, CA APN: 066-330-230	<u>2012</u> : Correction to reflect incorrect assessment as a Williamson Act Non-Renewal parcel. Non-Renewal was not approved..	\$212,422.30 (bill unpaid, no refund)	12-2458
2	Millbrae Pacific Assoc. 1275 El Camino Real Millbrae, CA APN: 021-291-010	<u>2011</u> : Correction to reflect welfare exemption for use of property as low income housing.	\$54,354.08	12-2174
3	Millbrae Pacific Assoc. 1275 El Camino Real Millbrae, CA APN: 021-291-010	<u>2012</u> : Correction to reflect welfare exemption for use of property as low income housing.	\$58,069.96 (bill unpaid, no refund)	12-2175
4	Mills-Peninsula Health Services 1501 Trousdale Dr. Burlingame, CA APN: 025-123-132	<u>2012</u> : Correction to reflect application of welfare exemption.	\$542,556.85 (bill unpaid, no refund)	12-0774
5	Public Storage Prop IV Ltd. 375 Shoreway Rd. San Carlos, CA APN: 046-081-660	<u>2012</u> : Correction to reflect proper square footage for property. Assessment made on incorrect number.	\$92,901.12 (bill unpaid, no refund)	12-0417
6	Peninsula Open Space Trust (POST) Half Moon Bay APN: 065-011-140	<u>2012</u> : Correction apply welfare exemption to split parcel.	\$58,768.27	12-3488
7	Virgin America, Inc. 555 Airport Blvd, Ste. 450 Burlingame, CA Bill No. 2011-8207	<u>2011</u> : Correction to correct errors on 2011 Business Property Statement where Assessee over-reported commercial aircraft.	\$180,717.26	12-488
8	Peninsula Family Service 18 2 nd Ave San Mateo, CA APN: 034-142-020	<u>2012</u> : Correction to apply welfare exemption after name change.	\$63,636.36	12-3204



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



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

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Contract for Web Redesign and Drupal Content Management System Implementation Services and Notice Regarding Future Contract for Web Hosting Services

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Phase2 Technology, LLC for web redesign and Drupal content management system implementation services for the period March 1, 2013, through February 29, 2016 in an amount not to exceed \$1,161,940.

BACKGROUND:

Government websites are now a standard channel for delivery of information and services to residents and business. The last major redesign of the County's web presence occurred in 2008 when the County migrated from Vignette 6 to 7.

In 2011, ISITE Design was hired to assist in our effort to select the best content management system (CMS) for the County and develop strategic recommendations for the County's future web presence. ISITE concluded that the Drupal CMS was the best fit for the County. Drupal is an open source platform, meaning that the source code for the CMS is available for use and/or modification at no additional cost. The Web Steering Committee accepted ISITE's recommendation and selected Drupal.

Support of the Vignette version the County uses has ended. While the majority of departmental sites reside within the existing Vignette environment, several departments have already chosen to host their sites externally. The intent of these agreements is to obtain the software and services required to install, implement, and support the new CMS in order to improve the County's web presence and usability. The Drupal CMS is expected to bring most departments back into the same hosting environment, and the Drupal CMS will be hosted externally (in the "cloud") by a third party vendor.

DISCUSSION:

There are two aspects of the implementation of the new Drupal CMS. First, Phase2 Technology, LLC (Phase2) was selected to conduct discovery into the County's needs and then design and implement the new CMS. Second, once the CMS is ready to implement, Acquia, Inc. (Acquia), a Drupal-focused company which provides services to multiple agencies within the Federal Government, will host the new Drupal-based CMS and provide ongoing support.

Phase2 will conduct discovery within the County to determine departmental needs and will then help design the CMS architecture, unified design, and page templates for departmental use. Migration of existing content is not included in the scope of services provided by Phase2 as the hope is to help departments update the information they provide, eliminating content that is out of date of poorly designed while also providing tools departments may use to migrate certain content into in the new structure. The new system will be designed and implemented during the first year of the engagement, and Phase2 will be available for ongoing support and assistance, as needed, thereafter.

Acquia will collaborate with Phase2 to set up the externally-hosted content, host that content, and provide ongoing support. Acquia will ensure content is available more than 99% of the time while providing backup and recovery services, monitoring real-time and historic metrics, and monitoring security. Acquia's support will be available 24/7 for emergency coverage on critical items, along with unlimited support during business hours on other items. Acquia's tools help maintain and optimize site access, including analytical tools to improve how the public accesses content. Acquia will also perform a one-time security audit and validation of the CMS deployment. And one benefit of utilizing Acquia is that its cloud-based storage is scalable within a short turn-around time, for example in the event of an emergency when the County needs to handle increased site traffic. Because certain specifics of the Acquia engagement may change during the discovery phase of this project, the County Manager felt it was more appropriate to finalize the Acquia contract during the discovery phase. Accordingly, the Acquia contract will be brought to the Board later this year. The term of the Acquia agreement will be for approximately three years, beginning sometime during the first year of the Phase2 Agreement. The total anticipated cumulative obligation for the Acquia Agreement will be approximately \$275,000, which will include \$32,500 in one-time setup costs (including the deployment validation and a security audit) and \$80,360 in annual hosting fees (covering hardware and subscription).

It is anticipated that the new CMS environment will result in annual cost savings in the Vignette support contract, a decrease/reassignment of staff handling Vignette, and the service contract to support the new CMS architecture. Most importantly, replacing Vignette with Drupal is expected to improve customer satisfaction, as well as usability and productivity for end users across departments.

The scope of the engagement does not include certain departments (e.g., the Health System) which have already implemented Drupal-based websites, although those Departments may eventually be brought in to the Phase2-designed CMS.

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

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

Approval of this agreement contributes to the Shared Vision 2025 outcome of Collaborative Community by providing an online platform for County news, information, services and civic engagement.

PERFORMANCE MEASURE(S):

Measure	FY 2012-2-13 Actual	FY 2013-14 Projected
Visits to the website	1.24 Million	1.36 Million

FISCAL IMPACT:

The term of the Phase2 Agreement is March 1, 2013, through February 29, 2016. The total cumulative obligation for the Phase 2 Agreement is not to exceed \$1,161,940. Funding for these agreements is included in the FY2012-2013 approved Information Technology Strategic plan within the Information Services Department budget.

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Contract services for web redesign and Drupal content management system implementation, including cloud-based remote hosting of content management system	
2.	Where advertised	The San Mateo Times	
3.	In addition to any advertisement, list others to whom the RFP announcement was sent	Drupal.org 18techs.com achieveinternet.com acquia.com adaptivepath.com antharia.com bayardad.com c3i3.com designfluxx.com dreamboxcreations.com drmconsulting.com ektron.com enfoldsystems.com forumone.com hydeinteractive.com hydrantsf.com ideo.com imagetrend.com	infamia.com intelmarx.com islco.com kraai.com kwallcompany.com muledesign.com paperthin.com sapient.com schematic.com sensisagency.com serverlogic.com solutionstream.com stigasoft.com thought-matrix.com valleycomputers.us verecom.com vitasys.com
4.	Total number of RFP's sent to prospective proposers	42	
5.	Number of proposals received	9	
6.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Aloft Consulting – San Bruno, CA Appnovation – Vancouver, BC, Canada EZSite CMS – Bellevue, WA ISITE Design – Portland, OR Molly Duggan & Assoc – San Francisco, CA Phase2 Technology/Acquia – Alexandria, VA Sensis & Monsoon – LA, CA Serverlogic – Portland, OR ThoughtMatrix – San Francisco, CA	

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION AUTHORIZING AN AGREEMENT WITH PHASE2 TECHNOLOGY, LLC FOR WEB REDESIGN AND DRUPAL CONTENT MANAGEMENT SYSTEM IMPLEMENTATION SERVICES FOR THE PERIOD MARCH 1, 2013, THROUGH FEBRUARY 29, 2016, IN AN AMOUNT NOT TO EXCEED \$1,161,940

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

WHEREAS, the County is replacing the existing Vignette/OpenText Content Management System (CMS), which allows the County to publish information on the Internet in the form of web pages, with a CMS built on the Drupal open source platform; and

WHEREAS, the intent of this project is to obtain the software and the services required to install, implement, support, and host the new CMS and any installed modules or additional enhancements; and

WHEREAS, OpenText is ending support of the product versions that the County uses; and

WHEREAS, The last major redesign of the County's web presence occurred in 2008, when the County migrated from Vignette 6 to 7; and

WHEREAS, the County Manager's Office conducted a comprehensive Request for Proposals in late 2012 and early 2013, resulting in Phase2 Technologies, LLC

(Phase2) being selected to provide the discovery, design, and implementation services of the new Drupal CMS and in Acquia, Inc. (Acquia) being selected to provide implementation and remote web hosting services utilizing the new CMS, both being selected based on being the most qualified providers that could meet the criteria listed in the RFP; and

WHEREAS, because certain specifics of the Acquia engagement may change during the discovery phase of the Phase2 portion of the project, the County Manager felt it was more appropriate to finalize the Acquia agreement during the discovery phase of the overall project, and accordingly the Acquia agreement will be brought to this Board after its details are finalized; and

WHEREAS, Phase 2 and the County now wish to enter into an Agreement to provide web redesign and Drupal content management system implementation services for the period March 1, 2013, through February 29, 2016, for a maximum fiscal obligation of \$1,161,940; and

WHEREAS, this Board has been presented with a form of such Agreement with Phase2, 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 be authorized and directed to execute the Agreement with Phase2 Technology, LLC, for web redesign and Drupal content management system

implementation services for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

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

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PHASE2 TECHNOLOGY, LLC**

THIS AGREEMENT, entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and PHASE2 TECHNOLOGY, LLC, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of collaborating with the County of San Mateo to design and implement a new Internet Content Management System for a majority of the County's Internet web presence using the Drupal content management framework.

**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—Statement of Work: Web Redesign and Drupal Implementation and Migration Services

Exhibit B—San Mateo County Websites (Rev. 1/4/2013)

Attachment – §504 Compliance

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit A—Statement of Work: Web Redesign and Drupal Implementation and Migration Services (the "SOW"), Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in the SOW.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the SOW, County shall make payment to Contractor based on the rates and in the manner specified in the SOW. The County reserves the right to withhold payment if the County determines that the

quantity or quality of the work performed is unacceptable in accordance with acceptance procedures and criteria defined in the SOW. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION ONE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FORTY DOLLARS (\$1,161,940.00).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013, through February 29, 2016.

This Agreement may be terminated by Contractor, the County Manager 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 receipt by Contractor of final payment due. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding per section 5, 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 performed 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 errors, omissions, or negligent acts by Contractor arising from or related 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.

In addition, 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 any claim that County's use of materials, designs, software, or any other item provided by Contractor to County pursuant to this Agreement in any way infringes or violates any third party's intellectual property rights, including but not limited to any claim of violation of copyright, trade secret, trademark, trade dress, or patent. The duty to indemnify and save harmless listed by this paragraph shall only apply if (1) County promptly gives Contractor notice of any such claim by a third party of intellectual property violation and (2) County reasonably cooperates with Contractor in addressing any such claim.

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. Such written consent is explicitly granted for the subcontracting arrangements described in the SOW. 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 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: **County of San Mateo
County Manager's Office
400 County Center, 1st Floor
Redwood City, CA 94063
Fax: (650) 556-1751**

In the case of Contractor, to: **Phase 2 Technology, LLC
Attn: Scott Hockett
1330 Braddock Place, 7th Floor
Alexandria, VA 22314**

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

Phase2 Technology, LLC



Contractor's Signature

Date: 1 August 2013

Long Form Agreement/Non Business Associate v 8/19/08



EXHIBIT A - STATEMENT OF WORK:
WEB REDESIGN AND DRUPAL
IMPLEMENTATION AND MIGRATION SERVICES

1. BACKGROUND INFORMATION

The County of San Mateo (the "County") is replacing the existing Vignette/Open Text Content Management System (CMS) it uses to publish a majority of County department-based Internet information with a CMS built on the Drupal open source platform. The intent of this project is to obtain the software and the services required to install, implement, migrate, and support the new CMS and any installed modules or additional enhancements.

ABOUT THE COUNTY OF SAN MATEO

The County is one of 58 counties in California and one of nine counties in the San Francisco Bay Area. It is the 14th most populous county in California with approximately 718,000 residents.

With an annual budget of \$1.75 billion and more than 5,000 full-time employees, the County provides health, human and public safety services to its residents. Additionally, the County provides land use planning and regulation, parks and recreation, public works, libraries, and a wide variety of other services.

EXISTING CMS INFRASTRUCTURE

The County has been using Vignette as its CMS since 2002. Currently, the County uses Vignette/OpenText Portal 7.3.1.1 and VCM/OpenText WEM 7.3.1.1. OpenText is ending support of the product versions that the County uses. While the majority of departmental sites reside within the existing Vignette environment, several departments have chosen to host their sites externally.

The last major redesign of the County's web presence occurred in 2008 when the County migrated from Vignette 6 to Vignette Portal and CMS 7.

EXPECTED BENEFITS

Key highlights are as follows:

Financial Benefits

The new CMS environment will allow the County to move away from the Vignette infrastructure, resulting in anticipated annual cost savings in both the Vignette support contract and the service contract to support the extensive architecture.

Additional anticipated cost savings will be realized due to the decrease or reassignment of staff specific to Vignette support.

Intangible Benefits

Customer satisfaction with the legacy CMS solution is a great concern to the County. Multiple agencies have expressed dissatisfaction with the ease of use as well as the responsiveness of the Vignette solution. Replacing Vignette with Drupal is anticipated to improve customer satisfaction, increase website usability, and improve productivity for webmasters, and end users across multiple County departments.

2. SCOPE

The scope of the engagement between the County and Phase2 Technology, LLC ("Phase2"), includes Phase2 performing necessary tasks to deliver the project according to the following high-level scope description and the details set forth in the County's Web RFP #2012-03 and Phase2's submitted response and clarifications. To the extent that Phase2's submitted response and clarifications are directly referred to in this Agreement, such referenced material shall be deemed part of this Agreement, notwithstanding Section 14, Merger Clause, of the Agreement.

2-1. IN-SCOPE

The following work is specifically in scope:

1. Installation / Hosting
 - As needed, Phase2 will provide information to and cooperate with the County's selected vendor for installation/hosting of the Drupal environment, although primary responsibility for that task will remain with the County and its selected vendor. Phase2 will cooperate with said vendor to the extent Phase2 is required to provide information about the engagement covered by this Agreement in order for the selected vendor to install and host the Drupal environment
2. Development/Customizations
 - Collaborate with the County to identify and document all business and technical requirements for the development and migration
 - Refine site search requirements with the County and implement functionality that will: 1) provide a consolidated site search experience across the County's designated sites that will be migrated to this Drupal

platform, and 2) provide a mechanism to allow site searching across the County's sites that are not being migrated to this platform.

- Develop and document custom content types, metadata, directory structure, etc., as needed to meet required functionality and build the architecture for scalability and flexibility
- Build template architecture, in the form of information architecture, wireframes, and similar artifacts for each of the applicable provided home, second-level and third level site sections. This includes the creation of anticipated site templates for any applicable portion of a corresponding site that has a unique page layout (e.g., search results, blog, press releases, FAQs, etc.)
- Build CSS for each page type
- Select and test/implement existing, or build custom, Drupal modules as needed to meet legacy functionality in new environment
- Recommend additional Drupal modules to enhance overall features, for the County's consideration
- Complete QA of all standard and custom elements, as outlined in the response to the RFP
- Provide documentation of the standard and custom features to facilitate County QA testing and future maintenance

3. QA

- Write test plans for testing against functional requirements
- Perform functional testing per approved test plans
- Regression testing as needed with each change to software or components
- Work with the County to outline specific guidelines for end user testing QA/acceptance
- Iterate back to development and testing as needed per test result

4. Training

- Provide complete documentation describing day to day site maintenance, how to stand up a new site using the new platform, including FAQ's as needed to provide the County development staff complete information to train end users
- Provide two (or more as needed) face to face or live online technical/administrator-level training sessions with core County web site administration staff including time for Q&A for specific issues

5. Project Management

- Work collaboratively with the County's project manager to develop a comprehensive project plan to schedule development to the task level, according County end user priorities
- Highlight key milestones, and track via online Project Management tracking software, assigning access to County staff for tracking
- Set up communication plan and regular meeting schedule for project tracking with the County
- Identify potential risks from perspective of Phase2, with plans to mitigate such; work with the County project manager on risk mitigation plan for any additional risks as identified by the County—all such risks shall be incorporated into a coherent risk list and mitigation plan document.
- Identify project dependencies among key contributors and stakeholders, and facilitate deliverables as needed
- Monitor and control the development project for all Phase2 tasks and deliverables to ensure on time delivery, noting any forecast variances as early as possible in the project timeline
- Provide County stakeholders comprehensive status updates including development schedule and budget on a regular schedule. This includes a weekly status report to convey progress of tasks, milestones completed, as well as any known risks, issues, roadblocks, or any other issues for team discussion
- Providing change management oversight, outlining impact on schedule and budget for requested changes as needed

2-2. OUT-OF-SCOPE

Any tasks not specifically addressed as in-scope will be considered out-of-scope for this project. Examples of out-of-scope tasks include but are not limited to:

- Any adjustments, maintenance or decommissioning of the Vignette legacy environments
- Content writing or editing (excluding quality assurance issues due to the migration)
- Content migration as the County has indicated they will execute this task
- Direct end-user training sessions (will provide training to County staff only)
- Changes or new entries to DNS
- Responsive design for Internet Explorer

2-3. SITES INCLUDED IN PROJECT

Please see Exhibit B for a complete list of sites to be migrated.

3. APPROACH

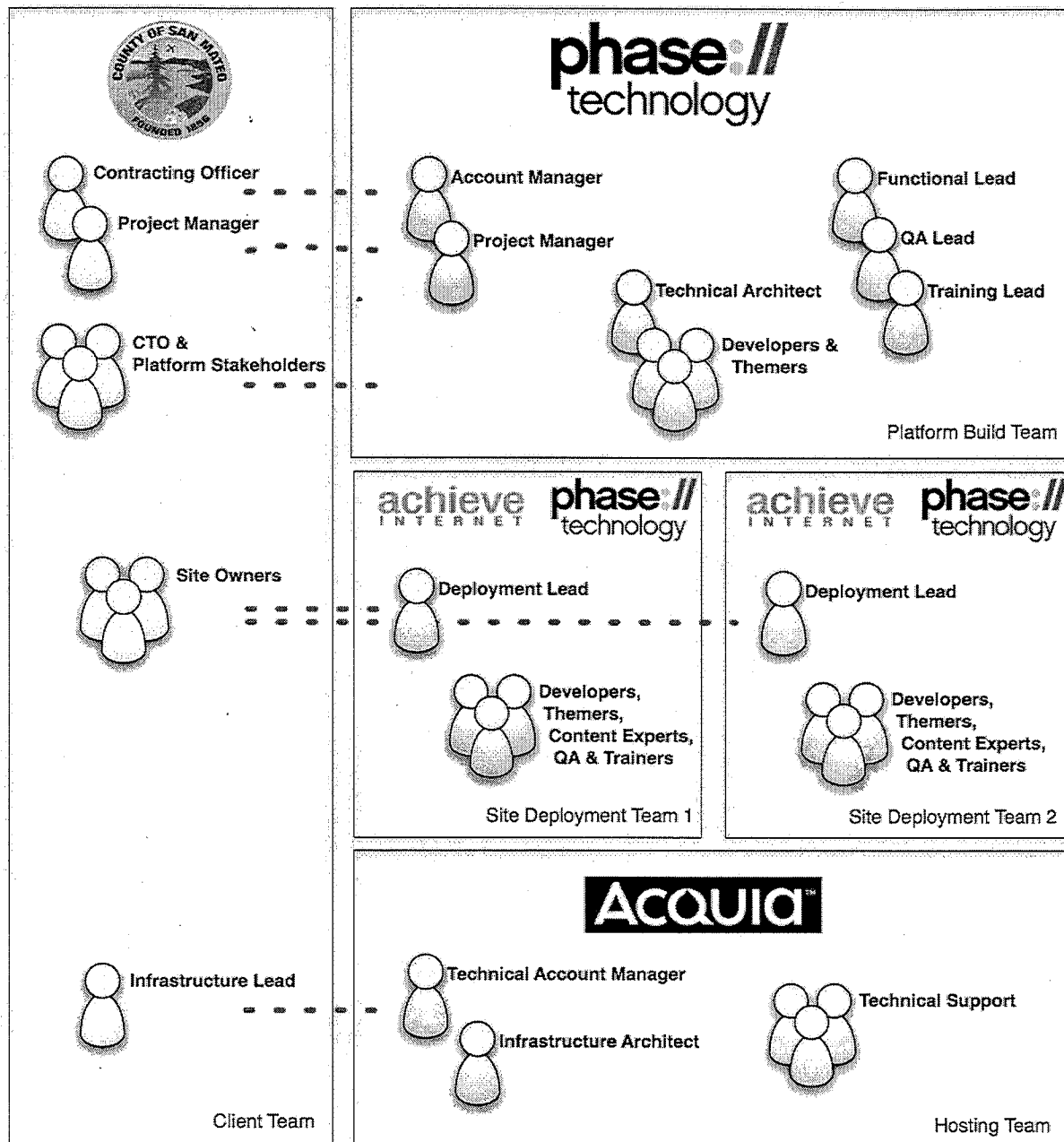
Phase2 will serve as the “prime” contractor for this project, contracting directly with the County for the work. Phase2 will designate a project manager to manage schedule, scope, and budget, communicate directly with the County’s designed project manager, and lead the full project team through all phases of the engagement. Project team resources will comprised mostly of Phase2’s employees.

Achieve Internet (“Achieve”) will provide limited development resources to augment Phase2’s team in specific development-related areas. Achieve will act as a subcontractor to Phase2 so the County will not have to contract directly with Achieve. Achieve’s developers integrate into Phase2’s larger development team.

Hosting provider Acquia is being contracted under separate agreement and will be providing their Acquia Managed Cloud hosting environment as well as their Support and Network Services.

3-1. KEY PERSONNEL AND RESPONSIBILITIES

Personnel from all Phase2 partners and the County will actively participate in various project stages. The following diagram describes the team structures in place for key aspects of the effort:



3-2. APPROVAL AND REPLACEMENT OF KEY PERSONNEL

In advance of each phase of the project, Phase2 shall provide the County for the County's approval the identity of each Phase2 and Achieve Internet employee who will at that time begin to have any interaction (whether on-site or by phone, etc.) with anyone at the County. No Phase2 or Achieve Internet employee so identified shall commence work on the project without the prior consent of the County. On request, Phase2 shall provide the County with a resume or other background information on the

qualifications of the individual(s) so identified. The County shall have the right, with reasonable cause, to object to any such individual identified by Phase2.

In collaboration with the County's project manager, Phase2 shall introduce each such individual to County representatives/departments as appropriate during the engagement.

Phase2 and/or Achieve Internet employees will assist with the provision of the services outlined by this Agreement. The County shall have the right to request removal and replacement of any Phase2 and/or Achieve Internet employee for any lawful reason. The parties shall consider in good faith all requests for removal of such Phase2/Achieve Internet staff, and the parties shall meet within seven (7) calendar days to discuss and resolve the issue. Such meeting may be conducted via mutually agreed upon teleconferencing mechanisms. If the removal is due to demonstrated poor performance, poor attendance, or other similar issue on the part of the removed staff, then Phase2 shall be responsible for all costs and expenses of or related to such replacement, and the County shall bear no cost or expense with respect to such replacement. If the replacement is agreed to be without reasonable cause, then the County and Phase2 shall agree, based on a reasonable business decision, how to allocate the cost of the replacement.

The procedures outlined by this Section shall apply to any new employee assignments or replacements proposed by Phase2 during the course of the engagement.

3-3. PROJECT PHASES

This engagement shall be conducted in phases, as outlined by this Agreement and the Phase Description and Plan document described in Section 3-4, below. The phases may overlap, depending on how the project progresses. The following table describes the potential resource/staffing levels at Phase2 and partners by phase of the project:

Project Phase	Phase2 Team Size Full-Time Employee equivalent (FTE)	Team Notes
Phase 1: Initiation and Discovery	6	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Requirements Analyst, Deployment Lead

Project Phase	Phase2 Team Size Full-Time Employee equivalent (FTE)	Team Notes
Phase 2: Platform Implementation	8	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Deployment Lead, CMS Developers, QA Lead, QA Specialist
Phase 3: Alpha Site Migration Round	9	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Deployment Lead, CMS Developers, QA Specialists, QA Lead
Phase 4: Platform Retrospective	9	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Deployment Lead, CMS Developers, QA Specialists, QA Lead
Phase 5: Site Migration Round(s) (Two Teams)	10	Deployment Lead, Deployment Architect, Trainer, QA Specialist, Content Specialist
Phase 6: Project Close	6	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Requirements Analyst, Deployment Lead

Project Phase	Phase2 Team Size Full-Time Employee equivalent (FTE)	Team Notes
Post Implementation Work (Years 2 & 3)	To Be Determined	To be determined based on customer needs after the implementation phase, with any such additional work to be mutually agreed upon in writing as outlined by this Agreement

3-4. PHASE DESCRIPTION AND PLAN (PDP) DOCUMENT

Within four weeks of full execution of this Agreement, Phase2 shall submit to County a formal Phase Description and Plan document (the "PDP"). The PDP will include a detailed description of the six phases listed in the table above and will also include a project plan including the types of information listed on Appendix D of Phase2's RFP submission. The PDP shall reflect the details of the project outlined in this Agreement, including all relevant items discussed in Phase2's RFP submission and clarification materials. The PDP shall be updated and provided to the County's project leadership team at least on a monthly basis. It is understood by the parties that the details of the PDP may change over time, especially as the discovery phase is completed and the County identifies which departmental sites it wishes to roll out during each round of the Site Migration Phase. It is also understood by the parties that the project plan summary timeline in the first PDP will just be approximations and that the timeline will be formalized later during the discovery phase.

To the extent the County has questions, concerns, or requests for clarification regarding the PDP, Phase2 shall revise the PDP to address such questions, concerns, or requests. No version of the PDP shall become a controlling document regarding the project unless and until it has been formally accepted by the County via the Acceptance Criteria stated in Section 8 of this document.

3-5. NOTES REGARDING SPECIFIC ASPECTS OF APPROACH

3-5(a). *Discovery Explanation*

Phase2's Discovery phase is conducted at the start of the project and results in a number of deliverables that essentially constitute a requirements package. The end goal

is a deeper understanding of the project's requirements and priorities, possible implementation strategies, and likely overall solution paths. This allows us to develop a clear plan of execution prior to beginning any development activities, as well as to ensure alignment between Phase2 and the County.

Regarding the number of people the County should expect to be consulted during the project, Phase2 recommends that the County identify and include major or representative stakeholders from within the organization that have direct communication needs on the website and/or are core content producers. Typically every website needs to strike a fine balance between allowing site visitors to discover the breadth of information available and yet not overwhelm or confuse them with too many competing calls to action. It's important that the County help Phase2 understand how to prioritize and organize the information being gathered from stakeholders so that proper design weighting can be given to all expressed concerns and requirements Phase2 gathers from each stakeholder. With a project of this size and complexity, Phase2 recommends that the County designate one core decision maker (assumed to be the County's project manager) to serve as Phase2's contact for decision-making purposes, rather than a decision-by-committee approach. At a minimum, Phase2 will need to interview the main decision-makers and approvers on the project in the areas of graphic design, user requirements, security, and environment/hosting. Depending on how much influence the County yields to its agencies, Phase2 will need to interview a representative from each agency site being migrated to the platform as well to ensure their requirements align with those of the overall engagement.

Upon the conclusion of the Discovery phase, Phase2 will deliver an implementation plan that includes a Detailed Project Plan encompassing sprint plans, risks, dependencies, and other details. This plan is developed out of Phase2's experiences and best practices intersected with the project requirements and planning materials developed during the "Discovery Phase." It is designed to help keep the County's priorities and success criteria aligned with project execution and the County's organizational goals.

3-5(b). Site Architecture Explanation

Phase2 produces a Technical Design as part of the Discovery process. It typically contains annotated diagrams of the overall hardware and software architecture. Phase2 also seeks to describe the Domain Space; that is, the high-level objects and structures that will compose the system along with their data flows. Phase2 addresses the infrastructure and environments via descriptions of the configuration management and deployment strategies as well as proposed mechanisms for handling expected site traffic through configuration, coding, and caching. Finally, other important details are documented, such as coding practices needed to keep code performant and secure.

3-5(c). Graphic Design Explanation

Phase2's graphic design process begins with a design discovery, which includes interviewing the County's key design stakeholders and learning about the County's design preferences and constraints. This includes gathering info about the County's competitive set, aspirational websites that resonate with County staff, and those that capture aspects that the County would like to include in their design, as well as helping Phase2 gain an understanding the overall "brand." We want the design to help answer the question "what does the County care about?" and ensure that site visitors understand and resonate with the site's purpose.

After gathering and vetting this information and vetting it with the County, Phase2 will produce a number of "Style Tiles" representing visually different interpretations of the gathered data. Working with the County's designated design review staff, those style tiles are iteratively improved and condensed until a single client approved style tile has been achieved. Typically Phase2 presents three (3) style tile directions initially, and then will go through two (2) major revisions to one or more of those style tiles before settling on 1 final tile direction that we will then hone and polish into an agreed upon and approved tile. Tiles are composed of important site design elements such as Typography, Heading treatments, Button treatments, and often banner & layout definition components such as borders and photo treatments, and of course a color palette.

Phase2 will document all of this by translating the above research and planning into the following actionable components and assets:

- Design Brief
- Information Architecture, in the form of a sitemap and a comprehensive deck of User Experience artifacts including site template wireframes
- Style tiles, which demonstrates color palettes, typography, and other style elements that will inform the development of design comprehensives.
- Web Style Guide, which outlines major components and elements for use throughout the site. This includes things like form treatments, link treatments, heading levels, etc.
- HTML prototypes, i.e., resulting working models of how the new site(s) critical pages will look.

4. ASSUMPTIONS

The following conditions are assumed to be true.

1. Phase2 is the vendor of record for all aspects of this work agreement, as outlined in the RFP response.
2. The Vignette environment will remain up and operational as the production hosting environment for each site until sites are approved and incrementally launched to production on the new Drupal platform.
3. County will manage the DNS schema.
4. The hosting architecture will be built, continuously monitored, and tuned to accommodate incremental site rollout, with associated increasing traffic per the project schedule.
5. Details of how specific features will be implemented are expected to be defined (in conjunction with the County's project team) during the Discovery phase of the project.
6. Phase2 intends to deploy sites as they are completed (or even batch deploying multiple completed sites together), rather than holding back deployment of sites over a considerable period of time.
7. Content authors and editors will have some level of preview capabilities which allow them to preview a given content item as it would look when published live.
8. County sites will be compatible with the following browsers:
 - o Internet Explorer from version 8 up to the most recent version as of the date of the completion of Phase 4 as listed in Section 11-3, below.
 - o Firefox from version 10 up to the most recent version as of the date of the completion of Phase 4 as listed in Section 11-3, below.
 - o The most recent versions of Google Chrome and Safari as of the date of the completion of Phase 4 as listed in Section 11-3, below.
9. Internet Explorer 6 is out of scope for this project.
10. Only the web sites listed by the County in Exhibit B and managed in Vignette (version 7) are in scope for this project. Any additional sites added (or subtracted) from the expected level of effort could affect cost and schedule.
11. There is no enterprise-level LDAP integration required for this implementation.
12. If a user manages multiple sites and has the role of "Admin" for one site, s/he also assumes the role of admin for the other site(s).
13. The County uses iFrames and/or JavaScript at various places on the corresponding County sites to display third-party functionality. For these elements, Phase2 will implement them on the new sites as they are currently implemented. Any complex integrations with other unknown third party services will be deemed out of scope, or require additional vetting and estimation by Phase2 prior to implementation.
14. The County will take responsibility for any "re-skinning/re-theming" of a third party application to fit the new design of any of the corresponding County sites.
15. Video management and display will continue to be handled via simple streaming from YouTube, Google, or local upload/storage of small videos. Phase2's scope does not

include complex or seamless integration with third party storage and streaming services for video.

16. Full-featured document management functionality is not in scope for this project. The system will have a basic upload mechanism in place that will allow CMS administrators and editors to attach files to content items. For example, if a content administrator creates an article on the site, he/she may decide to upload a PDF file to provide further detail related to the article. In terms of whether the system can support adding document management functionality later, the answer is yes. This sort of functionality can be enabled through numerous strategies including the integration of third-party document management components or systems, and/or the development of custom functionality directly within the Drupal platform. Phase2 will work with you to identify the specific use cases for document management prior to prescribing the implementation path to achieve it.
17. Designs and content should be mobile accessible without requiring users to click on a mobile-specific link.
18. Regarding accessibility, the County expects Phase2 to create themes that meet Priority 1 requirements as set forth by the World Wide Web Consortium (W3C) Accessibility Initiative.
19. The County expects Phase2 to configure site settings and templates to follow SEO best practices including, but not limited to the following:
 - Friendly URLs
 - Friendly URLs to use hyphens to separate words
 - Titles/headlines of content using <h1> tags
 - Titles of pages should have follow best practices to appear readable in search engine results pages.
 - Keyword Meta content configured for content types (for internal search use)
 - Articles and pages should have a field for Meta description tags.
 - Do not use images for navigation items
 - Do not use JavaScript to display main content.
 - XML sitemaps generated and regularly updated for each site
 - Output the body of the code as early in the template as possible
20. Effort was estimated based on expected project duration, and the County's requirements and requested features. A project schedule will be defined during the early stages of the project, resulting in committed staff resources. Customer-initiated changes to project schedule including significant lengthening of project duration, repeated site launch delays, or unexpected Developer resource idling will result in a change request.
21. Developer may select and use appropriate technologies we are familiar with, have used in similar circumstances, and represent the best fit for customer requirements.
Developer plans to utilize Drupal 7 to implement the County site platform.
22. Developer will provide a detailed technical system design to client for review and approval. Feedback relating to general system architecture arising from independent verification and validation occurring after technical system design review and approval will be deemed as out of scope of this agreement.

23. Developer will provide a coding standards document prior to start of development for review and approval. Feedback relating to code standards or structures arising from independent verification and validation occurring after coding standards review and approval will be deemed as out of scope of this agreement.
24. County will provide detailed information about information assurance and system accreditation procedures and requirements per developer schedule.

5. DELIVERABLES

At project completion, Phase2 will have provided the County the following deliverables:

1. All sites outlined in RFP, fully functional in new Drupal production environment
2. Full documentation outlining technical architecture of new hosting/server environment (Technical Analysis and Design Specification)
3. Full documentation on site-specific design/architecture, with how-to guide for basic maintenance and site creation
4. Copies of all source code, installation binaries and configuration files for the system, as well as any original images or other assets, if applicable
5. In person or live/web enabled training session for County staff, covering technical and site-specific architecture, how-to's, and Q&A
6. Project Management Deliverables (provided at various project phases)
 - o Comprehensive project schedule for migration phase of agreement
 - o Weekly, or as agreed upon, project status update discussions and notes
 - o Issues/bug tracking log, with access for the County to log and track bugs
 - o User Experience and Information Architecture Document
 - o Functional Requirements Catalog
 - o Project lessons learned document

6. DEPENDENCIES

1. Phase2 will deploy sites for rollout, but the County is responsible for finalizing DNS requests to launch sites to production.
2. The County enforces a change window around production environments. Any DNS swings from the legacy Vignette system over to the new CMS would typically be done after 7pm on weeknights or on a weekend.
3. The County will depend on end users to QA test and sign off on sites before they can launch to production. While individual site owners will be part of the decision point in a successful site launches, final approval for site launches will be determined by the County based upon an acceptance criteria to be defined during the Discovery phase.

4. Rather than taking a 1-for-1 design and development approach for each of the sites, Phase2's implementation process will be to develop a base platform that can spawn the County's designated sites using a flexible, but uniform design, templating, and feature deployment approach.
5. Phase2's interactive team is responsible for developing any mobile optimized themes. Phase2 will work with the County to streamline technical requirements around the implementation for mobile optimization.
6. Phase2's interactive team is responsible for the development of all creative assets and elements.
7. Phase2 and the County will jointly make a best effort to finalize all information architecture and graphic design assets prior to or shortly thereafter the start of the Platform Architecture phase.
8. The County's project team will serve as the primary liaison between Phase2, the County's internal site owners/stakeholders, and any other external vendors (unless otherwise requested by Phase2 during the project).
9. The County expects to rewrite the majority of content on the new sites. Therefore, Phase2 has not scoped any form of automated or manual content migration from Vignette to the new platform as part of this agreement. However, to the extent that a specific department during the Discovery phase wants to explore the cost of content migration, Phase2 will collect information about those requests and may provide the County with estimates for the cost of any such additional work beyond the scope of this SOW.
10. The County will provide all URLs requiring (301) redirects to Phase2 for a given site, prior to the launch of that corresponding site.

7. PROJECT RISKS

Anything that may have a negative effect on the project is considered a risk. Some high-level risks associated with this project:

1. Scheduling of site-by-site migrations may change during the course of the project due to the following:
 - Client availability – Most County agencies have one or two individuals who are familiar with their corresponding website requirements. If those resources are unavailable during the scheduled migration, the schedule may require change.
 - Content freeze dates – Each site will require up to two weeks of content freeze. Negotiating the dates with County clients may introduce some risk to the project schedule.
 - Lack of County site owner/stakeholder agreement or adherence to the proposed site platform approach. If site owners decide they want non-conforming sites (in terms of design and/or functionality), this could require a revisitation or schedule, scope, and budget for the project.

2. Scope of sites may change during the course of the project
 - o Some County clients (individual sites) may migrate individually during the course of the project, decreasing the overall scope of work for the project.
 - o New sites may be requested during the course of the project.
3. Initial hosting and configuration plans may require modifications as sites incrementally launch to the new environment, and traffic increases.

8. ACCEPTANCE CRITERIA

8-1. DOCUMENT REVIEW

The County will review all documents and project management deliverables within seven (7) business days of submission by Phase2. If the County provides no feedback or requests for changes in writing within the 7-day window per deliverable, the document shall be considered accepted.

8-2. SITE/PRODUCT REVIEW

This project includes ongoing development with periodic launches of sites to production. Each site will be rolled out to production only after thorough QA and user acceptance testing. Test plans and details will be established upon coordination between Phase2 and the County. The County will manage its internal client feedback and expectations and make the final go/no-go decision regarding site launches.

With each site launch, it is expected that the technical server and hosting environment will be monitored for impact, and tuned accordingly to maintain acceptable service levels, as a part of this agreement.

After a site is formally accepted and promoted to production, the County team assumes responsibility for ongoing Tier-1 maintenance and support, with Acquia handling Tier-2 website support as well as all server and hosting support. Phase2 maintains responsibility for any warranty issues pertaining to the migration, as described below.

8-3. WARRANTY CRITERIA

Phase2 will set aside 135 hours (approximately 2% of project scope) to accommodate bug/issue reporting, response, and remediation as warranted. The Warranty period is not locked to a fixed review and reporting schedule in order to allow the County the ability to report issues that may arise after the new system is live in the production environment. Phase2 will review any reported any bug/issues with the County and will

correct code to remedy any agreed upon defects that can be tracked to the project requirements.

1. The warranty period will begin at the launch of the first site to the production environment and complete once the 135 hours have been used. Phase2's project manager will report status on hours utilized toward this effort.
2. Work covered under warranty will be limited to the following categories: content omission; layout/HTML problems; Drupal template issues or cross-browser issues not documented elsewhere in this agreement as excluded; system behaviors that conflict with requirements mutually agreed upon during the Discovery phase.
3. System issues resulting from "work in progress" during the course of the project have been budgeted for separately and are not eligible for warranty coverage.
4. Any additional work requested by the County after project completion not meeting the warranty criteria outlined above can be contracted under a change order to this agreement or under a separate agreement.
5. PHASE2'S SOLE RESPONSIBILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8-3 SHALL BE FOR PHASE2 TO USE COMMERCIALY REASONABLE EFFORTS TO PROMPTLY ATTEMPT TO CORRECT ANY SUCH BREACH.

8-4. DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8-3, PHASE2 DOES NOT (i) MAKE ANY WARRANTY AS TO THE WORK PROVIDED HEREUNDER OR THE RESULTS TO BE OBTAINED THEREFROM OR (ii) WARRANT THAT THE DELIVERABLES WILL SATISFY THE REQUIREMENTS. EXCEPT AS SET FORTH HEREIN, PHASE2 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, DATA ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, PHASE2 MAKES NO WARRANTY THAT USE OF THE WORK PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE DELIVERABLES WILL BE COMPATIBLE WITH PRESENT OR FUTURE PRODUCTS OF PHASE2 OR ANOTHER VENDOR. HOWEVER, NOTHING IN THIS DISCLAIMER SHALL ALTER OR LIMIT THE PROVISIONS OF SECTION 7 OF THE AGREEMENT.

8-5. TERMINATION AFTER DISCOVERY PHASE

In addition to the ability of the County to terminate the Agreement pursuant to Section 4 of the Agreement, the County shall in addition have the ability to immediately terminate the Agreement upon acceptance of the Phase 1, Phase 2, or Phase 3 milestones

outlined in Section 11-3, below, if the County, in its sole discretion, determines either (a) that the scope and/or cost of the engagement, as evidenced by the PDP, has materially deviated from the contours of this SOW or (b) that the project, based on the work done to date, does not meet the County's requirements regarding quality or feasibility. To the extent that the County opts to terminate the engagement pursuant to this Section, the County shall pay Phase2 up to the milestone payment listed in Section 11-3 that triggered the termination under this Section.

9. PROJECT GOVERNANCE

9-1. THE COUNTY'S PROJECT GOVERNANCE

For the duration of this engagement, the County's project governance will consist of the following: The role of Executive Sponsor for the project will be filled by the Assistant County Manager. The Project Manager for the County will be the Web Manager and will have day-to-day management responsibilities and act as the primary interface with the Contractor. The County Project Manager will coordinate with all internal stakeholders throughout the project to ensure proper participation, however final approvals requested at the various stages in the project will be provided by the Executive Sponsor in collaboration with a small core team managed by the Project Manager. The County's Executive Sponsor and/or Project Manager may delegate any of their responsibilities to a designee(s) during the course of the engagement as appropriate. In the event of a delegation of responsibilities lasting more than four weeks, the County's Executive Sponsor and/or Project Manager shall provide Phase2 notice of said delegation in writing.

9-2. PHASE2'S PROJECT GOVERNANCE

As part of its standard methodology, Phase2 assigns several individuals for project governance to each engagement.

First, a Project Manager is appointed to each effort. The Project Manager is the core conduit for project communication between the client and the Phase2 delivery team. The project manager communicates with the customer on scope, schedule, budget, and project risks, and is also responsible for coordination and planning of the overall effort. The project manager is responsible for keeping Phase2 management apprised of the status of the project.

The project manager reports directly to the sponsoring Vice President, who serves as the first point of escalation for the client if necessary. Just as the Project Manager is responsible for ensuring success of the effort, the sponsoring Vice President is accountable to the client for successful delivery. As one of the most experienced members of the team, the Vice President provides additional advice and expertise to the effort and can provide insight to both the Project Manager and the client as the project progresses. The Vice President can also offer another communication channel during project execution should it be required, and often serves as an independent identifier of project risk. The Vice President is in turn responsible for reporting on project success, financial criteria and client satisfaction to the executive team consisting of the COO, CFO, CTO and CEO. The COO oversees all projects weekly.

Our CEO takes an active interest and involvement in key strategic projects.

10. CHANGE MANAGEMENT PROCESS

For new feature requests that occur during the project, Phase2 will catalog the request and work with the County to prioritize the feature against existing system requirements. This will help determine if a newly-requested feature should be implemented in lieu of any existing requirements, and what the effect of the change will be on the project's budget and schedule.

Any revision or adjustment to the SOW that may or may not impact project schedule or budget is considered a change and will be addressed according to the following process.

10-1. CHANGE INITIATION PROCESS

- Once a change is identified, the County project manager will then initiate appropriate contacts to fully document the requirement.
- Requirement will then be sent to the Phase2 project manager for validation. Any necessary clarification with the County will be conducted at this point.
- The County must approve work and required cost/ scope changes in writing before work is actually done.

Changes must be requested in writing on a Change Request Form, including:

- Requestor's name
- Date of request

- Detailed description of the change, including impact of status quo, where applicable
- Priority of request

10-2. CHANGE VALIDATION AND APPROVAL

Phase2 project managers will review the requested change's impact on the project schedule and budget, and submit an estimated cost/schedule variance report to County project sponsors.

The County project sponsors will either approve or reject the requested change by noting the decision on the original Change Request Form. If approved, the Phase2 project managers will document the time and cost variances and assign work as appropriate. If rejected, the Change Request Form will be attached to the project file for future reference.

11. RELEASE OF FUNDS

11-1. PERIOD OF PERFORMANCE

The services set forth in this SOW shall be performed according to the schedule and terms contained herein and by the timeline included in the PDP. Additional Statements of Work will be created for any work outside the defined tasks in this document. This SOW shall begin on March 1, 2013, and will expire on February 29, 2016. This SOW can be modified or extended upon the written approval of both parties as set forth by Section 14 of the Agreement.

Expected costs for the implementation of the County platform and corresponding sites are listed below.

11-2. IMPLEMENTATION SERVICES

The following table lists the estimated number of hours and travel costs required for Phases 1 through 6 of the design and implementation aspects of the engagement, which are listed as occurring in Year 1 of the engagement. Because the design and implementation aspects of the engagement are done on a fixed-cost basis, the numbers listed below for Year 1 costs are just estimations and do not affect the fixed-cost payments due under the milestones listed in Section 11-3, below. The fixed-cost milestone payments in Section 11-3 are inclusive of travel expenses, and thus no travel expenses shall be billed to the County. These fixed-fee milestone payments will not change if the design and implementation phase of goes beyond the first year of the engagement as the years listed in the table below are simply listed for convenience.

As noted below the table, the Annual Platform Evaluation and Audit costs for Years 2 and 3 listed below are optional costs. These services will only be provided and billed if requested in writing by the County after the design and implementation is fully completed, and all Annual Platform Evaluation and Audit costs will be billed on the basis for actual time spent (billed to the tenth of an hour) and invoiced.

Item	Description of Services	Hours	Year 1 Cost	Year 2 Suggested Budget	Year 3 Suggested Budget
Content analysis	Includes all requirements gathering, user experience, wireframe development and technical analysis tasks.	456	84,360	-	-
Web Design and Information Architecture	Includes graphic design, information architecture, responsive design, design production, and theming	1,260	233,100	TBD	TBD
Implementation	Includes Platform Development (site mold) and all Site-Specific Functionality.	1,916	354,460	TBD	TBD
Site Build-out and Content Support	Includes Site Build-out and Preparation for 26 sites, as well as limited support for during customer's manual content migration.	750	138,750		
Training	Includes all Train-the-Trainer sessions	48	8,880	TBD	TBD
Documentation	Includes Content Editor and Administrator Quick Start Guide. (Other documentation covered in other line items)	48	8,880	TBD	-
Testing	Includes all Security, Performance Testing, and Remediation as well as functional, UAT, cross browser, and accessibility testing	828	153,180	-	-
Travel Time and Expenses	Includes the anticipated level of travel costs, which Phase2 is providing to the County as a flat rate expense.		40,000		
Annual Platform Evaluation and Audit	Includes an annual account / landscape audit to help with future year planning and review the progress and success of each year's priorities and initiatives.			50,000	35,000
Total		5,306	\$1,021,610.00	\$50,000	\$35,000

NOTE: Phase2 has provided suggested budgeting costs for Year 2 (\$120,000) and Year 3 (\$80,000) of post-launch maintenance, support, and upkeep costs. These costs are based on Phase2's previous experience and are non-binding suggestions for future year budgeting. In this capacity, Phase2 would support the solution after the initial project is complete in any capacity that makes sense for the County to establish continuity of the solution and to address whatever specific future enhancement needs the County may have. Post-launch work would be conducted on a time and materials basis. The County has opted to include in the Agreement's not to exceed amount only the estimated Annual Platform Evaluation and Audit amounts for Years 2 & 3, and regardless, work in Years 2 & 3 will be performed only as mutually agreed.

With that in mind, Phase2 is providing its current rate card/labor category structure. The table below details Phase2's rate card for this engagement, specifically labor categories, team roles, and labor rates for each category. It would be Phase2's policy

and expectation that a mix from each category be selected and introduced to the engagement to allow for maximum flexibility and rotation. Actual project estimates and resources will be assigned and determined at contract award.

The rates below are based upon market conditions and firm expenses. Rates must be adjusted annually to account for cost of business increases. Rate adjustments for Phase2 will occur at the start of each calendar year and will be capped at 5%, rounded to the nearest \$5 increment. However, said rate increases will take effect for the County at the start of each calendar year. Such rate increases will not apply to the fixed-fee aspects of the engagement described above.

LABOR CATEGORY	Hourly Rate
Principal; PI/FAE/TE	\$215
Engagement Manager	\$215
Project Manager	\$195
Project Coordinator	\$165
Technical Architect	\$215
Lead Developer	\$195
Senior Developer	\$180
Developer	\$165
Junior Developer	\$150
Solution Architect	\$215
Solution Consultant	\$195
Senior Solution Analyst	\$180
Solution Analyst	\$165
Junior Analyst	\$150
Senior Graphic Designer	\$180
Graphic Designer	\$165
Junior Designer	\$150

11-3. PERFORMANCE PAYMENT (RELEASE OF FUNDS)

The following table provides a detailed breakdown of anticipated migration costs per phase. These fees are all-inclusive relating to the work outlined by this Agreement and will be billed on a fixed-cost basis. Based on the phases outlined below, the following migration payment milestones are included in the Payment column.

Payment is due upon acceptance by the County of the corresponding deliverables for each milestone. Consistent with timeline parameters for document review acceptance, the County will review each phase's corresponding deliverables within seven (7) business days of submission by Phase2. If the County provides no feedback or requests for changes within the 7-day window per deliverable, those deliverables will be considered accepted.

Payment for the optional Annual Platform Evaluation and Audit costs outlined in Section 11-2 will be billed on the basis for actual time spent and are not part of the fixed-basis/milestone payment schedule listed below.

Note: The number of sites to be rolled out during each of the five rounds of Phase 5 (Site Migration) listed below shall be agreed upon by Phase2 and the County as part of the PDP process outlined in Section 3-4, above.

Phase	Payment Milestone (%)	Payment Milestone (\$)	Deliverable (On Acceptance by County)
Contract Signing & Preliminary Steps	5%	\$51,080.50	Payment 1: On execution of Counter-signed Contract
	5%	\$51,080.50	Payment 2: On acceptance of First PDP pursuant to Section 3-4, above
Phase 1: Initiation & Discovery	20%	\$204,322	Detailed Project Plan, including: Design Brief UX & IA Framework Requirements Catalog Technical Architecture Development Plan QA Plan
Phase 2: Platform Implementation	20%	\$204,322	Includes: Completed Requirements Matrix Platform Demonstration Training Guides Launch Plan
Phase 3: Alpha Site Migration Round	15%	\$153,241.50	Launch of Alpha Sites (number to be determined)
Phase 4: Platform - Retrospective Sprint	5%	\$51,080.50	Lessons Learned Document
Phase 5: Site Migration Round 1	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report

Site Migration Round 2	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Site Migration Round 3	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Site Migration Round 4	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Site Migration Round 5	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Phase 6: Project Close	5%	\$51,080.50	Includes: • Product Backlog/Features Wishlist • Updated Training Guides • Updated Technical Architecture
Total (Design & Implementation)	100%	\$1,021,610.00	

Exhibit B

San Mateo County Websites (Rev. 1/4/2013)

Department	URL
Agriculture / Weights & Measures	http://www.co.sanmateo.ca.us/agwm
Board of Supervisors	http://www.co.sanmateo.ca.us/bos
Boards & Commissions	http://www.co.sanmateo.ca.us/bnc
Child Support Services	http://www.co.sanmateo.ca.us/portal/site/childsupportservices
Controller	http://www.co.sanmateo.ca.us/controller
Coroner	http://www.co.sanmateo.ca.us/coroner
County Counsel	http://www.co.sanmateo.ca.us/countycounsel
County Managers Office/Clerk of the Board	http://www.co.sanmateo.ca.us/cmo
District Attorney	http://www.co.sanmateo.ca.us/da
Housing (Department of Housing)	http://www.co.sanmateo.ca.us/housingdepartment
Human Resources Department	http://www.co.sanmateo.ca.us/hr
Human Services Agency	http://www.co.sanmateo.ca.us/hsa
Information Services Department	http://www.co.sanmateo.ca.us/isd
Parks Department	http://www.co.sanmateo.ca.us/parks
Planning and Building	http://www.co.sanmateo.ca.us/planning
Probation	http://www.co.sanmateo.ca.us/probation
Public Works	http://www.co.sanmateo.ca.us/publicworks
Public Safety Communications	http://www.smc911dispatch.org/
Children's Fund	http://www.co.sanmateo.ca.us/childrensfund
Commission on the Status of Women	http://www.co.sanmateo.ca.us/csw
First 5 San Mateo County	http://www.co.sanmateo.ca.us/first5
LAFCO (Commission)	http://www.co.sanmateo.ca.us/portal/site/laftco
RISC (Radio Committee)	http://www.co.sanmateo.ca.us/risc

New sites – Non-Vignette

Department	URL
Public Safety Communications	http://www.smc911dispatch.org/
Treasurer-Tax Collector	http://www.sanmateocountytaxcollector.org/

ATTACHMENT

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

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

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

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

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

Chris Garing _____
Name of 504 Person - Type or Print

Phase2 Technology, LLC _____
Name of Contractor(s) - Type or Print

1330 Braddock PL 7th Floor _____
Street Address or P.O. Box

Alexandria, VA 22314 _____
City, State, Zip Code

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



Signature

COO _____
Title of Authorized Official

6 February 2013 _____
Date

*Exception: DHHS regulations state that:

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

Attachment IP – Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such

that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

Attachment IP v 8/19/08



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: October 2, 2012
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Agreement with Duc Marcel Nguyen, MD

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Duc Marcel Nguyen, MD to provide specialty orthopedic services for the term of April 1, 2013 through March 31, 2015, in the amount of \$500,000.

BACKGROUND:

San Mateo County is responsible for providing necessary medical care to its medically indigent population. This care includes professional specialty orthopedic services and the management and supervision of those services. Dr. Nguyen has provided professional specialty orthopedic services at San Mateo Medical Center (SMMC) for the past eleven years.

DISCUSSION:

The County's need for orthopedic services is increasing. SMMC will be able to meet this growing need through contracts with Dr. Nguyen and other orthopedists. Dr. Nguyen will continue to provide the following professional orthopedic services in the Department of Surgery: one half-day of clinic per week, one half-day surgery block per week and one day of call each week with an additional day every other week for a total of 6 days of call per month. Other orthopedists who are contracted with the County will help address the growing need. Orthopedic services are provided under the direction of the Chief Medical Officer of SMMC, the Quality Assurance Committee, and the Executive Committee of the Medical Staff.

County Administrative Memorandum B-1 provides that contracts for physicians are exempt from the Request for Proposals process.

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

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

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

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

PERFORMANCE MEASURE:

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

FISCAL IMPACT:

The term of this Agreement is April 1, 2013 through March 31, 2015. The maximum fiscal obligation is \$500,000. Funds in the amount of \$62,500 are included in the SMMC FY 2012-13 Adopted Budget and \$250,000 will be included in the SMMC FY 2013-14 Recommended Budget. Similar arrangements will be made for future budget years.

The payment provisions of this contract are 5% less than the previous contract. As a result of the addition of more orthopedists, SMMC will require fewer clinics from Dr. Nguyen.

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 DUC MARCEL NGUYEN, MD
TO PROVIDE SPECIALTY ORTHOPEDIC SERVICES FOR THE TERM OF APRIL 1,
2013 THROUGH MARCH 31, 2015, IN THE AMOUNT OF \$500,000**

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

WHEREAS, San Mateo Medical Center (SMMC) has a need for professional orthopedic medical services; and

WHEREAS, there has been presented to this Board for its consideration and acceptance an agreement, reference to which is hereby made, whereby Duc Marcel Nguyen, MD shall provide the County of San Mateo with professional orthopedic services for the term of April 1, 2013 through March 31, 2015, for an amount not to exceed \$500,000; 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
Duc Marcel Nguyen, MD
For Orthopedic Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo Health System ("County") and Duc Marcel Nguyen, 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 orthopedics 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 April 1, 2013 and shall continue

for two (2) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on March 31, 2015.

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: Duc Marcel Nguyen, MD
2900 Whipple Avenue, Suite 210
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. Contractor 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 C—Citizenship Duties of Contractor and Other Services

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

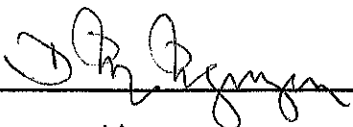
Attachment I—§ 504 Compliance

[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: M D

Date: 9/27/12

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 Chief Medical Officer.

- I. Provide professional orthopedic services in the Department of Surgery, including inpatient, ambulatory and surgical care.
- II. For the period April 1, 2013 through March 31, 2015, Contractor will provide:
 - A One half-day clinic each week, with each clinic being four hours in length, with a target of 20 patients seen in each weekly half-day clinic.
 - B One half-day surgery block per week, with each block being approximately four hours in length.
 - C Six days of call per month, consisting of one day of call each week, and an additional day of call every other week, including inpatient, ambulatory, and Emergency Department consults and all follow-up from call, including operative cases.
 - D Contractor agrees to partner with SMMC Administration in ensuring appropriate use of resources and timely access to care. This includes, but is not limited to, participation in the upcoming SMART referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback when appropriate.
- III. Scheduled surgery hours shall be Monday through Friday, 0730 through 1500 hours. Add-on cases during nights and weekends will be approved and compensated only if emergent and not able to be scheduled during normal hours. Any elective add-on cases require prior administrative approval.
- IV. 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 Orthopedics.

Contractor shall develop schedule 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.

- V. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- 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.
- VII. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- VIII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting surgical standards as defined by the Joint Commission, Title XXII, and other applicable standards.

EXHIBIT B

PAYMENTS

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

- I. Contractor shall be paid at rates set forth herein, to include the complete professional component associated with orthopedic services.
- II. Payment shall be calculated in a manner consistent with reimbursement for orthopedic services. The source of orthopedic base units for Contractor compensation is on an average of the Medical group Management Association (MGMA), Median Salary for Western Section, Orthopedic Surgery, General and Orthopedic Surgery, Sports Medicine.
- III. Contractor compensation for orthopedics by County is based on a projected volume of 2560 Relative Value Units (RVU) work units per annum. If the contract terms of service are amended such that the current numbers of clinic sessions and surgery blocks set forth in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.

If the average monthly work units for Contractor productivity in orthopedics (based on 2560 annual units) vary by fifteen percent (15%) over a six (6) month period, the Chief Medical Officer or designee will review and discuss the compensation metric with Contractor, and it will be changed if appropriate.

- IV. In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$300 per night for call coverage in excess of the call coverage services set forth in Section II.C of Exhibit A to this Agreement, as determined by the Chief of Orthopedics.
- V. County anticipates that Contractor will dedicate approximately ten percent (10%) of the total scheduled time under this Agreement to participation in the upcoming SMART referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback with appropriate.
- VI. Contractor shall be paid in equal monthly installments during the term of this Agreement, at a rate of SIXTEEN THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS (\$16,666) per month.
- VII. Additional clinic and/or surgery blocks as described in Exhibit A, Section III, will be paid monthly at a rate of \$900 per block.
- VIII. The term of this Agreement is April 1, 2013 through March 31, 2015. Total payments

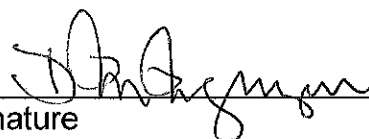
for services performed under this Agreement shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

EXHIBIT C

CITIZENSHIP DUTIES OF CONTRACTOR AND OTHER SERVICES

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

- X. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- XI. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- XII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting orthopedic standards as defined by the Joint Commission, Title XXII, and other applicable standards.


Contractor's Signature

9/27/12
Date

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.

Duc M Nguyen

Name of Person/Entity (the "Undersigned")

[Signature]

Signature and Printed Name

9/27/12

Date

DUC. M. NGUYEN, M.D., F.A.C.S.
2900 WHIPPLE AVE., SUITE 145 *210*
REDWOOD CITY, CA 94062
(650) 365-6996

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

Duc Marcel Nguyen, M.D.

Name of Contractor(s) - Type or Print

2900 Whipple Avenue, Suite 145th 210

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

MS

Title of Authorized Official

9/27/12

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
Health System



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

To: Honorable Board of Supervisors

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

Subject: Amendments to 18 provider agreements for modifications to funding and services

RECOMMENDATION:

Adopt a Resolution authorizing amendments to the agreements with Alzheimer's Association of Northern California and Northern Nevada; Catholic Charities CYO, Center for Independence of Individuals with Disabilities; City of Daly City; City of Menlo Park; City of Pacifica; City of San Bruno; City of San Mateo; Coastsides Adult Day Health Center; Family Caregiver Alliance; Kimochi, Inc.; Legal Aid Society of San Mateo; Mills-Peninsula Health Services; Ombudsman Services of San Mateo County, Inc.; Peninsula Family Service; Peninsula Volunteers, Inc.; Self Help for the Elderly; and Senior Coastsiders, increasing the total amount by \$199,919 for an aggregate fiscal amount not to exceed \$3,091,912.

BACKGROUND:

On September 25, 2012, your Board as the Area Agency on Aging (AAA) approved 22 provider agreements for adult day care/adult day health care, case management, congregate nutrition, family caregiver support, Health Insurance Counseling and Advocacy Program (HICAP), health promotion, home-delivered meals, legal assistance, peer counseling, ombudsman services, senior employment and transportation services. The total aggregate amount of the 22 agreements was \$3,066,017 in Older Americans Act (OAA) and HICAP funding for the term of July 1, 2012 through June 30, 2013. The AAA subsequently received additional one-time funding from the State for these services. The AAA is passing this additional funding on to 18 of the original 22 community providers to enhance services.

DISCUSSION:

These 18 amendments are funded through the California Department of Aging for Health Insurance Counseling and Advocacy Program (HICAP), the Nutrition Services

Incentive Program and Title III/VII and Title V program services. The original aggregate amount for these 18 agreements is \$2,891,993. With the additional \$199,919, the new aggregate fiscal amount is not to exceed \$3,091,912. The amendments do not change the current term of the agreements.

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

These programs provide services to an average of 15,000 seniors annually, are designed to carry out many of the goals and objectives identified in the AAA Strategic Plan and help at-risk individuals remain in the most independent setting possible.

The additional OAA and HICAP funds contribute to the Shared Vision 2025 outcome of a Healthy Community by allowing AAS to enhance much needed services provided by community partners to this targeted population. These agreements are based on units of service to be delivered and those units vary in accordance with specific programs (such as the number of meals for nutrition programs, days of attendance for adult day care programs and number of rides for transportation services). The services offered are diverse, and some residents may receive services from more than one vendor. Such residents would be counted only once in the measure of "number of people served," ensuring an unduplicated count of people served by the original 22 contractors. It is anticipated that 95% of at-risk individuals will be maintained in a least restrictive setting through case management.

PERFORMANCE MEASURES:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of people served through Area Agency on Aging funds	14,088	15,000
Percent of at-risk individuals maintained in a least restrictive setting through case management	98%*	95%

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

FISCAL IMPACT:

There is no Net County Cost associated with this action. The maximum the County shall be obligated to pay for these 18 amended agreements for FY 2012-13 is increased by \$199,919 to \$3,091,912, which amount is paid out of OAA and HICAP funding.

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION AUTHORIZING AMENDMENTS THE AGREEMENTS WITH ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN NEVADA; CATHOLIC CHARITIES CYO; CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES; CITY OF DALY CITY; CITY OF MENLO PARK; CITY OF PACIFICA; CITY OF SAN BRUNO; CITY OF SAN MATEO; COASTSIDE ADULT DAY HEALTH CENTER; FAMILY CAREGIVER ALLIANCE; KIMOCHI, INC.; LEGAL AID SOCIETY OF SAN MATEO; MILLS-PENINSULA HEALTH SERVICES; OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.; PENINSULA FAMILY SERVICE; PENINSULA VOLUNTEERS, INC.; SELF HELP FOR THE ELDERLY; AND SENIOR COASTSIDERS, INCREASING THE TOTAL AMOUNT BY \$199,919 FOR AN AGGREGATE AMOUNT NOT TO EXCEED \$3,091,912

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

WHEREAS, this Board has designated itself as the San Mateo County Area Agency on Aging (AAA) to carry out programs pursuant to the Older Americans Act; and

WHEREAS, on September 25, 2012, this Board authorized 22 agreements with Alzheimer's Association of Northern California and Northern Nevada; Catholic Charities CYO; Center for Independence of Individuals with Disabilities; City of Belmont; City of Daly City; City of East Palo Alto; City of Menlo Park; City of Pacifica; City of San Bruno; City of San Mateo; City of South San Francisco; Coastside Adult Day Health Center; Edgewood Center for Children and Families; Family Caregiver Alliance; Kimochi, Inc.; Legal Aid Society of San Mateo County; Mills-Peninsula Health Services; Ombudsman Services of San Mateo County, Inc.; Peninsula Family Service; Peninsula Volunteers, Inc.; Self Help for the Elderly and Senior Coastsiders for the provision of supportive,

nutrition and community-based services for FY 2012-13 in the aggregate amount of \$3,066,017; and

WHEREAS, the AAA subsequently received additional funding from the State, which the AAA is passing through to 18 or the original 22 community providers to enhance services; and

WHEREAS, the original total aggregate amount of the 18 agreements is \$2,891,993; and

WHEREAS, all parties now wish to enter into these 18 amendments for the enhancement of supportive, nutrition and community-based services to older adult and adults with disabilities increasing the amount by \$199,919 for a maximum aggregate fiscal obligation of \$3,091,912 with no change to the term July 1, 2012 through June 30, 2013; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, amendments to the agreements with Alzheimer's Association of Northern California and Northern Nevada; Catholic Charities CYO; Center for Independence of Individuals with Disabilities; City of Daly City; City of Menlo Park; City of Pacifica; City of San Bruno; City of San Mateo; Coastside Adult Day Health Center; Family Caregiver Alliance; Kimochi, Inc.; Legal Aid Society of San Mateo County; Mills-Peninsula Health Services; Ombudsman Services of San Mateo County, Inc.; Peninsula Family Service; Peninsula Volunteers, Inc.; Self Help for the Elderly and

Senior Coastsiders, references to which are hereby made for further particulars.

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

* * * * *

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND
NORTHERN NEVADA**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN NEVADA, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$2,956 to \$45,707.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms,

conditions and specifications set forth herein and in Schedule A.

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 FORTY-FIVE THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$45,707).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN
NEVADA


Contractor's Signature

Date: Jan. 31, 2013

SCHEDULE B—AMENDMENT ONE

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN NEVADA

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$18,127 for Category 1: Support Services, \$10,000 for Category 2: Respite Care, \$5,000 for Category 4: Access Assistance and \$8,000 for Category 5: Information Services for a total of \$41,127 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$225 for Category 1: Support Services and \$2,731 for Category 4: Access Assistance in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-FOUR THOUSAND EIGHTY-THREE DOLLARS (\$44,083).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;

- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage - <http://www.dpa.ca.gov/personnel/policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;

4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Alzheimer's Association of Northern California and Northern Nevada is \$44,083 in OAA funds and \$1,624 in County General Funds for general program support for a total amount of FORTY-FIVE THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$45,707) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CATHOLIC CHARITIES CYO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC CHARITIES CYO, 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 propose of providing Adult Day Care Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$11,854 to \$96,812.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 NINETY-SIX THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$96,812).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Care Program, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 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

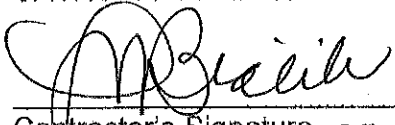
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

CATHOLIC CHARITIES CYO



Contractor's Signature Jeffrey V. Bialik,
 Executive Director
Date: 2/6/13

SCHEDULE A – AMENDMENT ONE

CATHOLIC CHARITIES CYO

FY 2012-13 DESCRIPTION OF SERVICES

I. ADULT DAY CARE PROGRAM

A. Units of Service

Contractor agrees to provide 400 days of attendance.

Contractor agrees to provide an additional 158 days of attendance for a total of 558 days of attendance.

SCHEDULE B – AMENDMENT ONE

CATHOLIC CHARITIES CYO

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: an Adult Day Care Program and a Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. ADULT DAY CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$29,910 in OAA funds.

AAS will pay Contractor in consideration of Adult Day Care Program services rendered an additional \$11,854 in OAA funding.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS (\$41,764).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$31,484 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-ONE THOUSAND FOUR HUNDRED EIGHT-FOUR DOLLARS (\$31,484).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;

- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;

5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
 7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;

3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and

Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the Catholic Charities CYO is \$73,248 in OAA funds and \$23,564 in County General Funds for general program support for a total amount of NINETY-SIX THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$96,812) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES, 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 propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$5,000 to \$25,084.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 TWENTY-FIVE THOUSAND EIGHTY-FOUR DOLLARS (\$25,084).

4. Schedule A – Amendment One, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 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

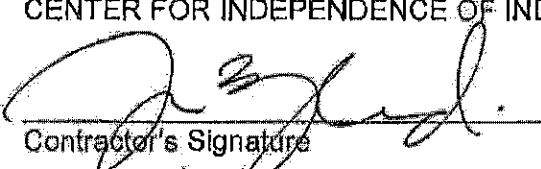
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES


Contractor's Signature

Date: 2/7/2013

SCHEDULE A – AMENDMENT ONE

CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES

FY 2012-13 DESCRIPTION OF SERVICES

I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

A. Units of Service

Contractor agrees to provide 53 Occurrences of Category 3: Supplemental Services.

Contractor agrees to provide one addition occurrence for a total of 54 occurrences of Category 3: Supplemental Services.

Category 3: Supplemental Services – Caring for the Elderly.

SCHEDULE B – AMENDMENT ONE

CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$17,888 for Category 3: Supplemental Services in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$5,000 for Category 3: Supplemental Services in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$22,888).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage - <http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
2. The required minimum program matching contributions for Title IIIE is 25 percent;
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
- 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Center for Independence of Individuals with Disabilities is \$22,888 in OAA funds and \$2,196 in County General Funds for general program support for a total amount of TWENTY-FIVE THOUSAND EIGHTY-FOUR DOLLARS (\$25,084) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF DALY CITY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF DALY CITY, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Congregate Nutrition Services Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$6,391 to \$129,376.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

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

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVEN-SIX DOLLARS (\$129,376).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

CITY OF DALY CITY


Contractor's Signature
Date: 2/11/2013

SCHEDULE B – AMENDMENT ONE

CITY OF DALY CITY

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered at the Doelger Senior Center \$67,731 for meals/baseline services and \$100 for nutrition education, and for services rendered at the Lincoln Community Center \$24,495 for meals/baseline services and \$100 for nutrition education in Title III CI OAA funds, and \$20,686 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contract in consideration of Congregate Nutrition Program services rendered an additional \$800 for the Doelger Senior Center for meals/baseline services in OAA funding and \$5,591 for the purchase of food in NSIP funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED THREE DOLLARS (\$119,503).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;

- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage - <http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;

4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the City of Daly City is \$119,503 in OAA and NSIP funds and \$9,873 in County General Funds for general program support for a total amount of ONE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$129,376) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF MENLO PARK**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF MENLO PARK, 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 propose of providing Congregate Nutrition Services Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$2,000 to \$74,146.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment

One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$74,146).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

CITY OF MENLO PARK



Contractor's Signature

Date: January 30, 2013

SCHEDULE B -- AMENDMENT

CITY OF MENLO PARK

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program and Transportation Program. Services described in this Schedule B—Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$33,279 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$7,471 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$2,000 in NSIP funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$42,850).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$25,865 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS (\$25,865).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;

2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;

- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the City of Menlo Park is \$68,715 in OAA and NSIP funds and \$5,431 in County General Funds for general program support for a total amount of SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$74,146) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF PACIFICA**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF PACIFICA, 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 propose of providing Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$26,031 to \$199,481.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$199,481).

4. Schedule A – Amendment One, Section I, paragraph titled Congregate Nutrition Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Congregate Nutrition Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services of the original agreement.
6. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
7. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

CITY OF PACIFICA

 Ch. E. Rly
Contractor's Signature

Date: 2-6-13

SCHEDULE A – AMENDMENT ONE

CITY OF PACIFICA

FY 2012-13 DESCRIPTION OF SERVICES

I. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 13,500 senior congregate meals and four nutrition education presentations.

Contractor agrees to provide an additional 1,483 senior congregate meals for a total of 14,983 senior congregate meals.

II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 14,600 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 750 supplemental home-delivered meals, a County sponsored, non-OAA program.

Contractor agrees to provide an additional 1,666 home-delivered meals for a total of 16,266 home-delivered meals.

SCHEDULE B

CITY OF PACIFICA

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program. Services described in this Schedule B Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

I. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$47,333 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$10,617 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$6,380 for meals/baseline serves in OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed SIXTY-FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$64,430).

II. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$77,486 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$9,914 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$15,500 for meals/baseline services in OAA funds and \$4,151 for the purchase of food in NSIP funds.

The maximum reimbursement for MOW Program services in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$107,251).

II. b. AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$4,500 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$4,500).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$11,976 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ELEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS (\$11,976).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
2. The required minimum program matching contributions for Title IIIE is 25 percent;
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;

- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the City of Pacifica is \$183,657 in OAA and NSIP funds, \$4,500 in MOW Trust funds and \$11,324 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$199,481) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SAN BRUNO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SAN BRUNO, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Congregate Nutrition Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$2,637 to \$121,919.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms,

conditions and specifications set forth herein and in Schedule A.

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$121,919).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

CITY OF SAN BRUNO


Contractor's Signature

Date: 6 Feb 2013

SCHEDULE B – AMENDMENT ONE

CITY OF SAN BRUNO

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program and Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$75,593 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$16,942 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$1,637 for meals/baseline services in OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed NINETY-FOUR THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$94,272).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$19,405 in OAA funds.

AAS will pay Contractor in consideration of Transportation Programs services and additional \$1,000 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY THOUSAND FOUR HUNDRED FIVE DOLLARS (\$20,405).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;

2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;

- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the City of San Bruno is \$114,677 in OAA and NSIP funds and \$7,242 in County General Funds for general program support for a total amount of ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$121,919) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SAN MATEO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SAN MATEO, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Congregate Nutrition Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$3,000 to \$29,959.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

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

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$29,959).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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

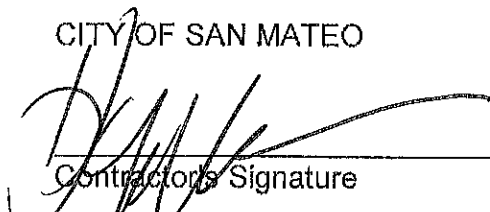
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

CITY OF SAN MATEO


Contractor's Signature
Date: 2/5/2013

SCHEDULE B – AMENDMENT ONE

CITY OF SAN MATEO

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Congregate Nutrition Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$19,927 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$4,483 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$1,000 for meals/baseline in OAA funds and \$2,000 for the purchase of food in NSIP funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED TEN DOLLARS (\$27,510).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

City of San Mateo – Schedule B – Amendment One

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage - <http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
2. The required minimum program matching contributions for Title IIIE is 25 percent;
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
- 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the City of San Mateo is \$27,510 in OAA and NSIP funds and \$2,449 in County General Funds for general program support for a total amount of TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$29,959) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COASTSIDE ADULT DAY HEALTH CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COASTSIDE ADULT DAY HEALTH CENTER, 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 propose of providing Adult Day Health Care Program, Family Caregiver Support Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$9,000 to \$68,129.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 SIXTY-EIGHT THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$68,129).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Health Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Health Care Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement
6. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
7. **All other terms and conditions of the agreement dated September 25, 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

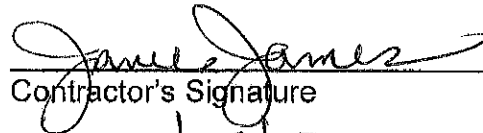
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

COASTSIDE ADULT DAY HEALTH CENTER


Contractor's Signature

Date: 1/29/13

SCHEDULE A – AMENDMENT ONE
COASTSIDE ADULT DAY HEALTH CENTER
FY 2012-13 DESCRIPTION OF SERVICES

I. ADULT DAY HEALTH CARE PROGRAM

A. Units of Service

Contractor agrees to provide 465 days of attendance.

Contractor agrees to provide an additional 78 days of attendance for a total of 543 days of attendance.

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

A. Units of Service

Contractor agrees to provide 40 activities of Category 5: Information Services.

Contractor agrees to provide an additional 17 activities of Category 5: Information Services for a total of 57 activities.

SCHEDULE B – AMENDMENT ONE

COASTSIDE ADULT DAY HEALTH CENTER

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: an Adult Day Health Care Program, a Family Caregiver Support Program and a Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. ADULT DAY HEALTH CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered \$35,460 in OAA funds.

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered an additional \$6,000 in OAA funds.

The maximum reimbursement for the Adult Day Health Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-ONE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$41,460).

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$7,081 for Category 5: Information Services for a total of \$7,081 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$3,000 for Category 5: Information Services in OAA funds.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TEN THOUSAND EIGHTY-ONE DOLLARS (\$10,081).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$12,079 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWELVE THOUSAND SEVENTY-NINE DOLLARS (\$12,079).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
 - Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
 - Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
 7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Coastside Adult Day Health Center is \$63,620 in OAA funds and \$4,509 in County General Funds for general program support for a total amount of SIXTY-EIGHT THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$68,129) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY CAREGIVER ALLIANCE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY CAREGIVER ALLIANCE, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$3,696 to \$101,898.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

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

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$101,898).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

FAMILY CAREGIVER ALLIANCE


Contractor's Signature

Date: 1/21/2013

SCHEDULE B – AMENDMENT ONE

FAMILY CAREGIVER ALLIANCE

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B –Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$67,202 for Category 1: Support Services, \$12,000 for Category 2: Respite Care, \$9,000 for Category 4: Access Assistance and \$10,000 for Category 5: Information Services for a total of \$98,202 in OAA funding.

AAS will pay Contractor in consideration of FCSP Category 5: Information Services an additional \$3,696 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$101,898).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;

- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage -
<http://www.dpa.ca.gov/personnel/policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;

4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Family Caregiver Alliance is \$101,898 in OAA funds. The total amount of the contract is ONE HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$101,898) for the term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KIMOCHI, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KIMOCHI, 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 the propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$4,386 to \$25,422.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 TWENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS (\$25,422).

4. Schedule A – Amendment One, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 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

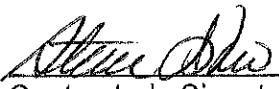
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

KIMOCHI, INC.



Contractor's Signature

Date: 1/29/13

SCHEDULE A – AMENDMENT ONE

KIMOCHI, INC.

FY 2012-13 DESCRIPTION OF SERVICES

I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

A. Units of Service

Contractor agrees to provide 74 hours of Category 1: Support Services;
200 contacts of Category 4: Access Assistance

Contractor agrees to provide an additional 39 hours of Category 1: Support
Services for a total of 113 hours of Category 1: Support Services.

SCHEDULE B – AMENDMENT ONE

KIMOCHI, INC.

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$8,250 for Category 1: Support Services, \$12,786 for Category 4: Access Assistance for a total of \$21,036 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an addition \$4,386 for Category 1: Support Services in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS (\$25,422).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage - <http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
2. The required minimum program matching contributions for Title IIIE is 25 percent;
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
- 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Kimochi, Inc. is \$25,422 in OAA funds. The total contract amount is TWENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS (\$25,422) for the term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY OF SAN MATEO**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LEGAL AID SOCIETY OF SAN MATEO, 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 propose of providing Clients' Rights Advocacy Program, Family Caregiver Support Program, Kids in Crisis Program and Legal Assistance Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$3,245 to \$192,547.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$192,547).

4. Schedule A – Amendment One, Section II, paragraph titled Family Caregiver Support (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Family Caregiver Support (FCSP) Caring for the Elderly, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 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

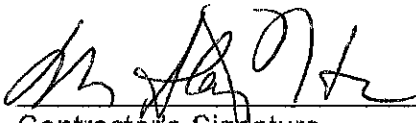
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

LEGAL AID SOCIETY OF SAN MATEO


Contractor's Signature

Date: 2/4/13

SCHEDULE A – AMENDMENT ONE
LEGAL AID SOCIETY OF SAN MATEO
FY 2012-13 DESCRIPTION OF SERVICES

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

A. Units of Service

Contractor agrees to provide 335 contacts of Category 4: Access Assistance.

Contractor agrees to provide an additional 50 contacts of Category 4: Access Assistance for a total of 385 contacts of Category 4: Access Assistance.

SCHEDULE B – AMENDMENT ONE

LEGAL AID SOCIETY OF SAN MATEO COUNTY

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Family Caregiver Support Program and a Legal Assistance Program. Contractor shall also provide the following County sponsored programs: a Clients' Rights Advocate Program and a Kids in Crisis Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

I. CLIENTS' RIGHTS ADVOCATE PROGRAM

AAS will pay Contractor in consideration of Clients' Rights Advocate Program services rendered \$22,000 in County General funding.

The maximum reimbursement for the Clients' Rights Advocate Program in County General funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP Category 4: Access Assistance services rendered \$18,000 in OAA funding.

AAS will pay Contractor in consideration of FCSP Category 4: Access Assistance services rendered an additional \$2,700 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY THOUSAND SEVEN HUNDRED DOLLARS (\$20,700).

III. KIDS IN CRISIS PROGRAM

AAS will pay Contractor in consideration of Kids in Crisis Program services rendered \$33,000 in County General funding.

The maximum reimbursement for the Kids in Crisis Program in County General funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000).

IV. LEGAL ASSISTANCE PROGRAM

AAS will pay Contractor in consideration of Legal Assistance Program services rendered \$97,850 in OAA funding.

AAS will pay Contractor in consideration of Legal Assistance Program services an additional \$545 in OAA funding.

The maximum reimbursement for the Legal Assistance Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed NINETY-EIGHT THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$98,395).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personalvehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-andincidentals.htm>
- Lodging
<http://www.dpa.ca.gov/personnel-policies/travel/short-termtravel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
 - Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor;
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars; and
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
 7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Legal Aid Society of San Mateo is \$119,095 in OAA funds, \$55,000 in County General funds for the Clients' Rights Advocacy and Kids in Crisis Programs, and \$18,452 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$192,547) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MILLS-PENINSULA HEALTH SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA HEALTH SERVICES, 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 propose of providing Adult Day Health Care Program, Family Caregiver Support Program, Health Promotional Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$13,469 to \$173,143.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment

One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$173,143).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Health Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Health Care Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement.
6. Schedule A – Amendment One, Section III, paragraph titled Health Promotion Program, Units of Services is attached and replaces the Schedule A, Section III, paragraph titled Health Promotion Program, Units of Services of the original agreement.
7. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
8. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

MILLS-PENINSULA HEALTH SERVICES



Contractor's Signature

Date: 2/06/13

SCHEDULE A – AMENDMENT ONE
MILLS-PENINSULA HEALTH SERVICES
FY 2012-13 DESCRIPTION OF SERVICES

I. ADULT DAY HEALTH CARE PROGRAM

A. Units of Service

Contractor agrees to provide 465 days of attendance.

Contractor agrees to provide an additional 70 days of attendance for a total of 535 days of attendance.

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

A. Units of Service

Contractor agrees to provide 230 hours of Category 1: Support Services.

Contractor agrees to provide an additional 38 hours of Category 1: Support Services for a total of 268 hours of Category 1: Support Services.

III. HEALTH PROMOTION PROGRAM

A. Units of Service

Contractor agrees to provide 1,960 contacts as defined in Section B, at a minimum of five sites serving targeted population in San Mateo County.

Contractor agrees to provide an additional 66 contacts as defined above for a total of 2,026 contacts.

SCHEDULE B – AMENDMENT ONE

MILLS-PENINSULA HEALTH SERVICES

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: an Adult Day Health Care Program, a Family Caregiver Support Program, a Health Promotion Program and a Transportation Program. Services described in this Schedule B Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. ADULT DAY HEALTH CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered \$45,860 in OAA funds.

AAS will pay Contractor in consideration of Adult Day Health Care Program services an additional \$7,000 in OAA funds.

The maximum reimbursement for the Adult Day Health Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$52,860).

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$30,000 for Category 1: Support Services for a total of \$30,000 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$5,000 for Category 1: Support Services in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

III. HEALTH PROMOTION PROGRAM

AAS will pay Contractor in consideration of Health Promotion Program services rendered \$43,055 in OAA funding.

AAS will pay Contractor in consideration of Health Promotion Program services rendered an additional \$1,469 in OAA funding.

The maximum reimbursement for the Health Promotion Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-FOUR THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$44,524).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$21,565 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$21,565).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
 7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
 - 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 - 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 - 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 - 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 - 6. Must be used to expand baseline services; and
 - 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Mills-Peninsula Health Services is \$153,949 in OAA funds and \$19,194 in County General ONE HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$173,143) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC., hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Ombudsman Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$1,051 to \$271,554.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

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

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$271,554).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.

CLDwin
Contractor's Signature

Date: 1/30/13

SCHEDULE B – AMENDMENT ONE

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

FY 2012-2013 FISCAL SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): the Senior Ombudsman Services Program and the County-sponsored Under 60 Ombudsman Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. a SENIOR OMBUDSMAN SERVICES PROGRAM

AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered \$34,922 in Title IIIB Ombudsman, \$44,656 in Title VIIA Ombudsman, and \$5,257 in Title VIIB, totaling \$84,835 in OAA funding and \$73,526 in other State funds.

AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered an additional \$261 in Title IIIB Ombudsman and \$790 in Title VIIA Ombudsman OAA funding.

The maximum reimbursement for Senior Ombudsman Services Program in OAA and other State funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED TWELVE DOLLARS (\$159,412).

I. b UNDER 60 OMBUDSMAN SERVICES PROGRAM

AAS will pay Contractor in consideration of Under 60 Ombudsman Services Program services rendered \$50,000 in County General Funds.

The maximum reimbursement for the Under 60 Ombudsman Services Program in County General Funds during the contract term July 1, 2012 through June 30, 2013, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
 7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;

- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Ombudsman Services of San Mateo County, Inc., is \$85,886 in OAA funds, \$73,526 in other State funds and \$50,000 in County General Funds to serve individuals under 60 years of age in residential care facilities, and \$62,142 in County General Funds for general program support for a total amount of TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$271,554) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA FAMILY SERVICE**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA FAMILY SERVICE, 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 propose of providing Case Management Program, Congregate Nutrition Program, Peer Counseling Program and Senior Employment Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$7,723 to \$283,097.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment

One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED EIGHTY-THREE THOUSAND NINETY-SEVEN DOLLARS (\$283,097).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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

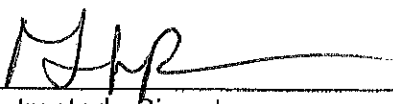
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

PENINSULA FAMILY SERVICE


Contractor's Signature

Date: 1/29/13

SCHEDULE B – AMENDMENT ONE

PENINSULA FAMILY SERVICE

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program and the Senior Employment Programs. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CASE MANAGEMENT PROGRAM

AAS will pay Contractor in consideration of Case Management Program services rendered \$36,216 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-SIX THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$36,216).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$25,549 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$5,741 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$2,478 for meals/baseline serves in OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-THREE THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$33,868).

III. PEER COUNSELING FOR NON-ENGLISH SPEAKING OLDER ADULTS

AAS will pay Contractor in consideration of Peer Counseling Program services rendered \$10,000 in OAA funding.

The maximum reimbursement for the Peer Counseling Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TEN THOUSAND DOLLARS (\$10,000).

IV. SENIOR EMPLOYMENT PROGRAMS

AAS will pay Contractor in consideration of Title IIIB – Employment services rendered \$14,972 in OAA funding.

AAS will pay Contractor in consideration of Title IIIB – Employment services rendered an additional \$3,000 in OAA funding.

AAS will pay Contractor in consideration of Title V – Senior Community Services Employment Program (SCSEP) services rendered \$155,352 in OAA funding.

AAS will pay Contractor in consideration of Title V – SCSEP services rendered an additional \$2,245 in OAA funding.

The maximum reimbursement for the Senior Employment Programs in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$175,569).

Contractor agrees to the following:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
2. The required minimum program matching contributions for Title IIIE is 25 percent;
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
- 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Peninsula Family Service is \$255,653 in OAA and NSIP funds and \$27,444 in County General Funds for general program support for a total amount of TWO HUNDRED EIGHTY-THREE THOUSAND NINETY-SEVEN DOLLARS (\$283,097) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA VOLUNTEERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS, 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 the propose of providing Adult Day Care Program, the Meals on Wheels and Supplemental Meals on Wheels Programs and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$31,553 to \$624,796.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 SIX HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$624,796).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Care Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Wheels and Supplemental Meals on Wheels Programs, Units of Services of the original agreement.
6. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
7. **All other terms and conditions of the agreement dated September 25, 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

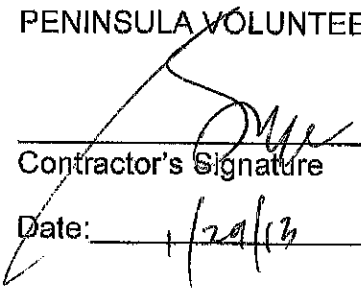
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

PENINSULA VOLUNTEERS, INC.



Contractor's Signature

Date: 1/29/13

SCHEDULE A – AMENDMENT ONE

PENINSULA VOLUNTEERS, INC.

FY 2012-13 DESCRIPTION OF SERVICES

I. ADULT DAY CARE PROGRAM

A. Units of Service

Contractor agrees to provide 1,046 days of attendance.

Contractor agrees to provide an additional 102 days of attendance for a total of 1,148 days of attendance.

II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 61,450 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 6,120 supplemental home-delivered meals, a County sponsored, non- OAA program

Contractor agrees to provide an additional 1,250 home-delivered meals for a total of 62,700 home-delivered meals.

SCHEDULE B – AMENDMENT ONE

PENINSULA VOLUNTEERS, INC.

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: an Adult Day Care Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. ADULT DAY CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$99,365 in OAA funds.

AAS will pay Contractor in consideration of Adult Day Care Program services rendered an additional \$9,724 in OAA funds.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED NINE THOUSAND EIGHTY-NINE DOLLARS (\$109,089).

II. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$326,771 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$41,729 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$18,715 for meals/baseline services in OAA funds and \$3,114 for the purchase of food in NSIP funds.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THREE

HUNDRED NINETY THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS (\$390,529).

II. b. AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$36,720 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$36,720).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$35,750 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$35,750).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
 7. Specific to the Title V SCSEP budget:
 - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
 - 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 - 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 - 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 - 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 - 6. Must be used to expand baseline services; and
 - 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the Peninsula Volunteers, Inc., is \$535,368 in OAA and NSIP funds, \$36,720 in MOW Trust funds and \$52,708 in County General Funds for general program support for a total amount of SIX HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$624,796) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SELF HELP FOR THE ELDERLY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SELF HELP FOR THE ELDERLY, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Case Management Program, Congregate Nutrition Program, Health Insurance Counseling and Advocacy Program and the Meals on Wheels and Supplemental Meals on Wheels Programs services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$48,757 to \$451,341.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment

One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. 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 FIFTY-ONE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$451,341).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 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

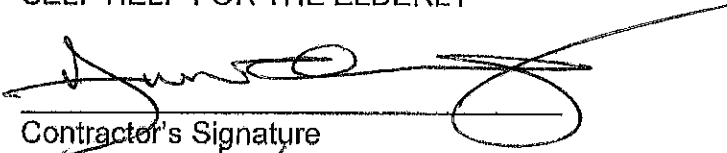
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said San Mateo County Board of Supervisors

SELF HELP FOR THE ELDERLY


Contractor's Signature

Date: 2/6/13

SCHEDULE B – AMENDMENT ONE

SELF HELP FOR THE ELDERLY

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CASE MANAGEMENT PROGRAM

AAS will pay Contractor in consideration of Case Management Program services rendered \$20,800 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$44,874 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$10,066 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FIFTY-FIVE THOUSAND FORTY DOLLARS (\$55,040).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

AAS will pay Contractor in consideration of HICAP services rendered \$259,863 in OAA HICAP funds.

AAS will pay Contractor in consideration of HICAP services rendered an additional \$46,340 in OAA HICAP funds.

The maximum reimbursement for the HICAP in OAA HICAP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THREE HUNDRED SIX THOUSAND TWO HUNDRED THREE DOLLARS (\$306,203).

IV. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$21,616 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$2,784 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$2,417 for meals/baseline services in OAA funds.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-SEVEN THOUSAND SEVENTEEN DOLLARS (\$27,017).

IV. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,600 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-SIX THOUSAND DOLLARS (\$3,600).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
2. The required minimum program matching contributions for Title IIIE is 25 percent;
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
5. Matching contributions generated in excess of the minimum required are considered overmatch; and
6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
 - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
 - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
 - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
- 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly is \$409,060 in OAA and NSIP funds, \$3,600 in MOW Trust funds and \$38,681 in County General Funds for general program support for a total amount of FOUR HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$451,341) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SENIOR COASTSIDERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SENIOR COASTSIDERS, hereinafter called "Contractor";

W I T N E S S E I 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 propose of providing Case Management Program, Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$17,170 to \$177,501.

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

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

Exhibits and Attachments

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms,

conditions and specifications set forth herein and in Schedule A- Amendment One

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED ONE DOLLARS (\$177,501).

4. Schedule A – Amendment One, Section II, paragraph titled Congregate Nutrition Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Congregate Nutrition Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section III, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services is attached and replaces the Schedule A, Section III, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 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 San Mateo County Board of Supervisors

SENIOR COASTSIDERS

Nancy Stein
Contractor's Signature

Date: 4 Feb 2013

SCHEDULE A – AMENDMENT ONE

SENIOR COASTSIDERS

FY 2012-13 DESCRIPTION OF SERVICES

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 9,000 senior congregate meals and four nutrition education presentations.

Contractor agrees to provide an additional 1,162 senior congregate meals for a total of 10,162 senior congregate meals.

III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 8,660 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 600 supplemental home-delivered meals, a County sponsored, non- OAA program

Contractor agrees to provide an additional 833 home-delivered meals for a total of 9,493 home-delivered meals.

SCHEDULE B – AMENDMENT ONE

SENIOR COASTSIDERS

FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Case Management Program, a Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CASE MANAGEMENT PROGRAM

AAS will pay Contractor in consideration of Case Management Program services rendered \$35,000 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$31,522 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$7,078 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$5,000 in NSIP funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$43,700).

III. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$45,879 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$5,881 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$10,000 for meals/baseline services in OAA funds and \$2,170 for the purchase of food in NSIP funds.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed SIXTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS (\$64,130).

III. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,600 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600).

IV. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$17,790 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed SEVENTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$17,790).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;

- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage -
<http://www.dpa.ca.gov/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
- 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;

4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 23, 2013**.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the Senior Coastsiders is \$160,620 in OAA and NSIP funds, \$3,600 in MOW Trust funds and \$13,281 in County General Funds for general program support for a total amount of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED ONE DOLLARS (\$177,501) for the contract term July 1, 2012 through June 30, 2013.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



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

To: Honorable Board of Supervisors

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

Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:

Introduction of an Ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety.

BACKGROUND:

The vacant position of Patient Services Assistant (PSA) is being reclassified to a Patient Services Specialist (PSS) in the Patient Access Department of the San Mateo Medical Center (SMMC) to permit the PSS to perform training throughout the medical center and its clinics.

DISCUSSION:

The reclassification of this vacant position will permit the PSS to standardize training for current staff and new hires at the SMMC and its clinics on software applications and to develop a process for obtaining accurate patient information on the front end to ensure proper billing which will increase revenue and decrease denials. All PSA's will be tested for competency yearly.

The salary ordinance changes herein represent the:

Action: Delete: One (1) vacant position of E411S, Patient Services Assistant Series
Biweekly Salary: \$1,586.40 – 1,983.20
Approximate Monthly Salary: \$3,437.20 - \$4,296.93

Add: One (1) vacant position of E414 Patient Services Specialist

Biweekly Salary: \$1,815.20 - \$2,268.80
Approximate Monthly Salary: \$3,932.93 - \$4,915.73

This Ordinance has been reviewed and approved by County Counsel as to form.

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring accurate recording of patient information to ensure patient safety. It is anticipated that once training has been completed, 100% of all PSA's will be tested for competency yearly and score 95% or higher.

PERFORMANCE MEASURE:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
100% of all PSA's will be tested for competency yearly and score 95% or higher	N/A*	100%

New Measure*

FISCAL IMPACT:

This action represents an estimated increase in monthly salary and benefits cost of \$1,743, or an annual cost of \$20,916. The increased expense 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 meet the full costs of care are covered by the County's General Fund contribution to SMMC, and are within the existing annual appropriation.

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 66000 SAN MATEO MEDICAL CENTER

1. Item E411S, Patient Services Assistant Series is decreased by 1 position for a new total of 87 positions.
2. Item E414, Patient Services Specialist is increased by 1 position for a new total of 30 positions.

SECTION 2. These are effective at the start of the first pay period thirty days following adoption.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: February 7, 2013
Board Meeting Date: March 12, 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.

<u>Claim #</u>	<u>Claimant</u>	<u>Recommended Board</u>	
	Claims recommended for denial:		
G12-030C	Bhat, Ashkok	9/30/12	Non-culpable
	Claimant alleges damages due to being struck by a vehicle while walking across El Camino Real also known as State Route 82 at its intersection with Isabella Avenue.		
G11-098	Costes, Ann and John	6/29/12	Non-culpable
	Claimants allege damages due to being struck by a vehicle while walking across Baldwin Avenue in San Mateo.		

<u>Claim #</u>	<u>Claimant</u>	<u>Recommended Board</u>	
G12-030	Dalal, Namita Claimant alleges damages due to being struck by a vehicle while walking across El Camino Real also known as State Route 82 at its intersection with Isabella Avenue.	9/30/12	Non-culpable
G12-030B	Dalal, Rupal Claimant alleges damages due to being struck by a vehicle while walking across El Camino Real also known as State Route 82 at its intersection with Isabella Avenue.	9/30/12	Non-culpable
G12-027	Hofmann, Robert Claimant alleges damages associated with the investigation of his vehicle by the Sheriff's Office.	9/21/12	Non-culpable
G12-028	Holcomb II, Marc Anthony Claimant alleges damages due to an assault by another inmate.	1/1/13	Non-culpable
G11-099	Howard, Carmalita Claimant alleges damages due to an incident involving Belmont Police.	6/26/12 – 12/26/12	Non-culpable
G12-029	Kelley Jr., George Robert Claimant alleges damages due to unlawful and improper force used against him.	8/8/12	Non-culpable
G11-085	Nokes, George and June Claimants allege their lots were sold and the legal protocol of notification was not done due to a mistake by the County.	9/7/11	Non-culpable
A12-005	Serrano, Camilo Claimant alleges damages due to a vehicle accident with a San Mateo County Sheriff's vehicle on Marshall Street in Redwood City.	7/17/12	Non-culpable

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: February 28, 2013

Board Meeting Date: March 12, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Human Resources Director

Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:

Introduction of an ordinance amending the salary ordinance to reflect the deletion of four positions, addition of four positions, salary adjustment of two positions, and conversion of eleven positions to appropriate classifications; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety.

BACKGROUND:

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

DISCUSSION:

The salary ordinance changes herein represent the:

- deletion of four positions;
- addition of four positions;
- salary adjustment of two positions; and
- conversion of eleven positions to appropriate classifications.

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 12000 COUNTY MANAGER'S OFFICE

Action: Delete: One position of E089, Administrative Assistant II - E
 Biweekly Salary: \$2,286.40 - \$2,858.40
 Approximate Monthly Salary: \$4,954.00 - \$6,194.00

Explanation: This is the deletion of one filled Administrative Assistant II – E position. This position is being transferred to the Public Works and Parks Department. This action represents a salary and benefits savings of \$8,486. The total number of authorized positions is decreased by one.

ORGANIZATION 17000 HUMAN RESOURCES

Action: Delete: One position of D027, Administrative Services Manager II
 Biweekly Salary: \$3,940.80 - \$4,926.40
 Approximate Monthly Salary: \$8,539.00 - \$10,675.00

Add: One position of D060, Financial Services Manager I
 Biweekly Salary: \$3,088.00 - \$3,860.00
 Approximate Monthly Salary: \$6,691.00 - \$8,364.00

Explanation: This is the deletion of one vacant Administrative Services Manager II position and the addition of a Financial Services Manager I position. The work that will be performed is more appropriately represented by the Financial Services Manager I classification. This action represents a salary and benefits savings of \$3,281. There is no change in the total number of authorized positions.

ORGANIZATION 32000 PROBATION

Action: Add: 10% to the base pay, in addition to all other compensation, of the Director of Probation Services – Unclassified classification.

Explanation: This is the addition of 10% to the Director of Probation Services – Unclassified base pay. This adjustment aligns the base pay of this classification with its comparable classification in similar jurisdictions. This action represents a salary and benefits cost of \$1,362. There is no change in the total number of authorized positions.

ORGANIZATION 45100 PUBLIC WORKS ADMINISTRATION

Action: Add: One position of E089, Administrative Assistant II - E
 Biweekly Salary: \$2,286.40 - \$2,858.40
 Approximate Monthly Salary: \$4,954.00 - \$6,194.00

Explanation: This is the addition of one filled Administrative Assistant II – E position. This position is being transferred from the County Manager’s Office. This action represents a salary and benefits cost of \$8,486. The total number of authorized positions is increased by one.

ORGANIZATION 47600 VEHICLE AND EQUIPMENT MANAGEMENT

Action: Delete: One position of T064S, Utility Worker Series
Biweekly Salary: \$1,465.60 - \$1,932.80
Approximate Monthly Salary: \$3,176.00 - \$4,188.00

Add: One position of E406S, Storekeeper Series
Biweekly Salary: \$1,256.80 - \$1,915.20
Approximate Monthly Salary: \$2,723.00 - \$4,150.00

Explanation: This is the deletion of one vacant Utility Worker Series position and the addition of one Storekeeper Series. An analysis of the duties and responsibilities of the position determined that the work is more aligned with the Storekeeper classification. This action represents a salary and benefits savings of \$52. There is no change in the total number of authorized positions.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

Action: Add: 35.36% to the base pay, in addition to all other compensation, of the Physician’s Assistant classification.

Explanation: This is the addition of 35.36% to the Physician’s Assistant base pay. This adjustment aligns the base pay of this classification with its comparable classification in similar jurisdictions and maintains internal equity between the Nurse Practitioner and Physician’s Assistant classification as agreed to with AFSCME. This salary adjustment affects two incumbents and represents a salary and benefits cost of \$6,105. There is no change in the total number of authorized positions.

ORGANIZATION 70000 HUMAN SERVICES AGENCY

Action: Convert: Eleven positions of G071S, Benefits Analyst Series with 14.2% Program and Lead Differential
Biweekly Salary: \$2,123.21 - \$2,688.72
Approximate Monthly Salary: \$4,601.00 - \$5,826.00

To: Eleven positions of G069, Benefits Analyst III with 5.74% Lead Differential
Biweekly Salary: \$2,140.17 - \$2,676.96
Approximate Monthly Salary: \$4,639.00 - \$5,800.00

Explanation: This is the conversion of eleven filled Benefits Analyst II positions to Benefits Analyst III. This conversion aligns the duties of the position with the correct classification. This action represents a salary and benefits savings of \$286. There is no change in the total number of authorized positions.

ORGANIZATION 79000 HOUSING

Action: Delete: One position of R001S, Housing/Community Development Series
Biweekly Salary: \$1,919.20 - \$2,844.80
Approximate Monthly Salary: \$4,159.00 - \$6,164.00

Add: One position of R010, Housing/Community Development Supervisor
Biweekly Salary: \$3,050.40 - \$3,812.80
Approximate Monthly Salary: \$6,610.00 - \$8,262.00

Explanation: This is the deletion of one vacant Housing/Community Development Specialist II position and the addition of a Housing/Community Development Supervisor. This conversion will assist the department in carrying out its functions and ensure appropriate staff supervision. This action represents a salary and benefits cost of \$2,874. There is no change in the total number of authorized positions.

FISCAL IMPACT:

The actions presented in this amendment represent an estimated monthly salary and benefits cost of \$6,722 or an estimated annual cost of \$80,664.

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 4 of the Ordinance is amended as indicated:

ORGANIZATION 32000 PROBATION

1. The salary for Item B214, Director of Probation Services – Unclassified, is changed to range 8665.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. The salary for Item F109, Physician's Assistant, is changed to range 6741.

SECTION 2. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 12000 COUNTY MANAGER'S OFFICE

1. Item E089, Administrative Assistant II – E is decreased by 1 position for a new total of 0 positions.

ORGANIZATION 17000 HUMAN RESOURCES

1. Item D027, Administrative Services Manager II is decreased by 1 position for a new total of 5 positions.
2. Item D060, Financial Services Manager I is increased by 1 position for a new total of 2 positions.

ORGANIZATION 45100 PUBLIC WORKS ADMINISTRATION

1. Item E089, Administrative Assistant II - E is increased by 1 position for a new total of 1 position.

ORGANIZATION 47600 VEHICLE AND EQUIPMENT MANAGEMENT

1. Item T064S, Utility Worker Series is decreased by 1 position for a new total of 0 positions.
2. Item E406S, Storekeeper Series is increased by 1 position for a new total of 1

position.

ORGANIZATION 70000 HUMAN SERVICES

1. Item G071S, Benefits Analyst Series is decreased by 11 positions for a new total of 159 positions.
2. Item G069, Benefits Analyst III is increased by 11 positions for a new total of 53 positions.

ORGANIZATION 79000 HOUSING

1. Item R001S, Housing/Community Development Series is decreased by 1 position for a new total of 3 positions.
2. Item R010, Housing/Community Development Supervisor is increased by 1 position for a new total of 1 position.

SECTION 3. The change in Section 1, Organization 66000, Item 1 is effective retroactive to November 25, 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 02-11-13					
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	70	+ 4 SO, +1 MA, +1 LOS
Probation Department (32000)	407	408	1	16	+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	5	+1 Haz Mat, +1 Haz Mat - Unc
Behavioral Health & Recovery Services (61000)	395	399	4	26	+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	63	+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	84	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	3	+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	6	-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	2	
Transportation Services (48300)	1	1	0	0	
Utilities (48400)	16	16	0	0	
Airports (48500)	9	9	0	1	
PW - Parks and Recreation (39000)	46	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	3	
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	2	+ 1 Ret Tech
Totals	5104	5166	62	415	Vacancy Rate
				8%	



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



Date: February 7, 2013

Board Meeting Date: March 12, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Amendment to the Agreement with HP Enterprise Services, LLC

RECOMMENDATION:

Adopt a Resolution authorizing an Amendment to the Agreement with HP Enterprise Services, LLC to provide maintenance services for the CalWORKs Information Network System, increasing the amount by \$3,240,863 to \$21,365,638, and extending the term through July 31, 2015.

BACKGROUND:

Since 1999, the County of San Mateo has been part of an 18-county consortium that provides maintenance services for the CalWORKs Information Network Systems and San Mateo County shares the cost of this system. On January 29, 2008 and December 1, 2009 subsequent Amendments were approved to add funds in the amount \$18,124,775.

DISCUSSION:

This Third Amendment is for HP Enterprise Services, LLC, (formerly known as Electronic Data Systems, LLC) to continue to provide maintenance and operation services for CalWIN until July 31, 2015, increasing funding by \$3,240,863 for a total amount of \$21,365,638. This extension is required as a result of the federal delay in approval of the Welfare Client Data Systems (WCDS) Maintenance & Operations (M&O) Vendor procurement to replace the existing M&O Vendor contract with HP Enterprise Services.

The Contract Compliance Committee has approved extending the Agreement beyond three years due to fact that HP Enterprise Services, LLC is sole source provider of these services. ISD has reviewed and approved this Contractor. County Counsel has reviewed and approved the Resolution and Agreement as to form and the Contractor meets insurance certification requirements.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by supporting partnerships with Bay Area counties. Sharing the implementation, operation and maintenance cost of the CalWIN System allows the department to continue to offer vital services and resources, increase productivity and improve public service to those most in need. In FY 2011-12, CalWIN was available for on-line functions 98.37% of the time each month and scheduled batch processing cycles were 99.97% completed. It is anticipated that under this Third Amendment to the Agreement CalWIN will be available for on-line functions 99.5% of the time each month and scheduled batch processing cycles will be 100% completed within a batch window.

PERFORMANCE MEASURE(S)*:

Measure	FY 2012-13 Projected	FY 2013-15 Projected
System Availability**	99.98%	99.5%
Batch Processing***	99.39%	100%

*All performance standards or measures were established through the Welfare Client Data System (WCDS) Consortium. The Contractor's performance meets or exceeds the performance shown.

**CalWIN shall be available for on-line functions ninety-nine point five percent (99.5%) of the time each month in each County, for the hours between 7:00 AM and 6:00 PM, Monday through Friday.

***Batch Processing measures batch jobs that are stored during working hours as workers enter or change data and are executed during the evening or another agreed upon time when the computer is idle.

FISCAL IMPACT:

The term of the Agreement is extended by two years for a new term of July 11, 1999 to July 31, 2015. The amount of the Agreement is increased by \$3,240,863 for a total obligation of \$21,365,638. The increase is 100% funded by the State CalWIN Consortium and there is no Net County Cost. Appropriations and revenues have been included in the Adopted Budget for FY 2012-13, and will be included in the FY 2013-14 and FY 2014-15 Recommended Budgets.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING A THIRD AMENDMENT TO THE AGREEMENT WITH
HP ENTERPRISE SERVICES, LLC, TO CONTINUE TO PROVIDE MAINTENANCE
SERVICES FOR THE CALWORKS INFORMATION NETWORK SYSTEM,
INCREASING THE AMOUNT BY \$3,240,863 TO \$21,365,638 AND EXTENDING THE
TERM THROUGH JULY 31, 2015**

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

WHEREAS, the County of San Mateo is part of an 18-county consortium that provides maintenance services for the CalWorks Information Network Systems and San Mateo County shares in the cost of the CalWIN projects; and

WHEREAS, on January 29, 2008 and December 1, 2009, amendments were approved to add funds in the amount \$18,124,775; and

WHEREAS, this Third Amendment to the Agreement with HP Enterprise Services, LLC (formerly known as Electronic Data Systems, LLC) increases funding by \$3,240,863 for a total amount of \$21,365,638 and extends the term for two years to July 11, 1999 through July 31, 2015 to continue to provide maintenance services for the CalWIN System; and

WHEREAS, this Board has been presented with a form of such Third 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:

The President of this Board of Supervisors is hereby authorized and directed to execute said Third 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.

* * * * *

1 **AMENDMENT III TO INFORMATION TECHNOLOGY AGREEMENT**

2 THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into
3 this _____ day of _____, 2012, by and between the Counties of Alameda, Contra
4 Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo,
5 Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura and Yolo (collectively the
6 “COUNTIES” and individually, a “COUNTY”) and HP Enterprise Services, LLC, a limited liability
7 company chartered under the laws of the State of Delaware (hereinafter referred to as “HPES”),
8 formerly known as Electronic Data Systems, LLC , referred to hereinafter as “VENDOR” or “HPES.”

9 WHEREAS, the parties entered into that certain Agreement, identified as INFORMATION
10 TECHNOLOGY Agreement No. 0530-95, effective February 28, 2000, (“Agreement”) whereby
11 VENDOR agreed to provide goods and services required to design, develop, implement, operate and
12 maintain the new CalWORKs Information Network (CalWIN) and to maintain the existing system
13 until it is replaced with CalWIN for COUNTIES; and

14 WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and
15 restate the Agreement in its entirety.

16 NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions,
17 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

18 1. Pursuant to Section 2.0 of the Agreement, the Counties hereby extend the Agreement
19 No. by one additional two-year period commencing on August 1, 2013 and ending on July 31, 2015.
20 As a result, Section 2.2 of the Agreement as previously modified by Amendment II is hereby deleted
21 in its entirety and the following is inserted in its place:

22 **2.2 Extensions.**

23 2.2.1 Extension of Initial Term of Agreement. This Agreement is extended beyond the
24 Initial Term for one three-year period, which extension period shall commence on August 1,
25 2010 and expire on July 31, 2013 and be referred to in Exhibit L-II as “Extension Term.”

26 2.2.2. Further Extension. Counties hereby extend the Extension Term, as defined in
27 Paragraph 2.2.1, for a successive two-year period. Such extension shall commence on August
28 1, 2013 and expire on July 31, 2015.

2. Section 18. of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

18. GENERAL INDEMNIFICATION. VENDOR agrees to indemnify, defend and hold harmless COUNTIES and COUNTY Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all third party claims, damages, losses, liability and expense, including without limitation defense costs and legal fees, caused by gross negligence or willful misconduct connected with the VENDOR or any of its Subcontractors.

3. Section 25.2 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

18.2 VENDOR. 18.2.1 EXCEPT FOR DAMAGES, COSTS, EXPENSES AND LIABILITIES ARISING FROM REMEDIES SPECIFICALLY PROVIDED UNDER THIS AGREEMENT IN SECTIONS 13.10, 16.13, 17, 18, 21, 22.5, 22.6, 24.6.7.2, 34.2 and 39 (PROTECTION FROM DAMAGE, COMPLIANCE WITH LAWS, INTELLECTUAL PROPERTY INFRINGEMENT, GENERAL INDEMNIFICATION, LIQUIDATED DAMAGES, ADDITIONAL RIGHTS AND REMEDIES, TERMINATION, EMPLOYMENT ELIGIBILITY, AND COMPLIANCE WITH APPLICABLE LAWS), IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, REGARDLESS OF THE FORM OF ACTION AND EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2.2 EXCEPT FOR DAMAGES, COSTS, EXPENSES AND LIABILITIES ARISING FROM REMEDIES SPECIFICALLY PROVIDED UNDER THIS AGREEMENT IN SECTIONS 13.10, 16.13, 17, 18, 34.2 and portions of 39 (COMPLIANCE WITH LAWS, INTELLECTUAL PROPERTY INFRINGEMENT, GENERAL INDEMNIFICATION, ADDITIONAL RIGHTS AND REMEDIES, TERMINATION, EMPLOYMENT ELIGIBILITY, AND COMPLIANCE WITH

1 APPLICABLE LAWS(excluding those covered by Sections 13.1, 13.2.3, and 13.3)),
2 VENDOR'S LIABILITY SHALL NOT EXCEED THE TOTAL MAXIMUM
3 CONTRACT SUMS HEREUNDER. HOWEVER, NOTWITHSTANDING
4 ANYTHING TO THE CONTRARY HEREIN, VENDOR'S LIABILITY FOR
5 DAMAGES, COSTS, EXPENSES, AND LIABILITIES ARISING FROM VENDOR'S
6 SIMPLE NEGLIGENCE UNDER SECTION 18 THAT DOES NOT CAUSE INJURY
7 OR DAMAGE TO PERSONS OR PROPERTY, OR DEATH, SHALL BE SUBJECT
8 TO THE TOTAL MAXIMUM CONTRACT SUMS HEREUNDER.

9 4. All references to "Exhibit G" or "Exhibit G-II " or Exhibit G-III' in the existing
10 INFORMATION TECHNOLOGY Agreement No. 0530-95 as modified by Amendment I and
11 Amendment II are hereby changed to read "Exhibit G-III," as appropriate.

12 5. All references to "Exhibit L" or "Exhibit L-I" or Exhibit L-II' in the existing
13 INFORMATION TECHNOLOGY Agreement No. 0530-95 as modified by Amendment I and
14 Amendment II are hereby changed to read "Exhibit L-III," as appropriate.

15 6. Exhibit G-III and Exhibit L-III are attached hereto and hereby incorporated by reference
16 into and made a part of the existing INFORMATION TECHNOLOGY Agreement No. 0530-95, as
17 amended.

18 7. The parties agree that separate copies of this Amendment III to the existing
19 INFORMATION TECHNOLOGY Agreement No. 0530-95 may be signed by each of the parties and
20 this Agreement will have the same force and effect as if the original had been signed by all the parties.

21 8. Except as otherwise provided in this Amendment III, all other provisions of
22 INFORMATION TECHNOLOGY Agreement No. 0530-95 as amended by Amendment I and
23 Amendment II remain unchanged and in full force and effect. This Amendment III shall become
24 effective upon execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to the Agreement as of the day and year first hereinabove written.

HP Enterprise Services, LLC
(formerly Electronic Data Systems Corporation)

Dated: _____

By: _____
Title: VP State & Local Health and Human Services

ATTEST:

COUNTY OF SANTA CLARA

By: _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN DIEGO

By: _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SONOMA

By: _____
Chairperson, Board of Supervisors

Dated: _____

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COUNTY OF TULARE

By: _____
Chairperson, Board of Supervisors

COUNTY OF SANTA CRUZ

By: _____
Administrator
Human Resources Agency

APPROVED AS TO FORM:

County Counsel

COUNTY OF FRESNO

By: _____
Chairperson, Board of Supervisors

COUNTY OF SOLANO

By: _____
Chairperson, Board of Supervisors

CITY AND COUNTY OF SAN FRANCISCO

By: _____
President, Social Services Commission

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COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson, Board of Supervisors

By: _____
Deputy County Counsel

COUNTY OF CONTRA COSTA

By: _____
Chairperson, Board of Supervisors

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

COUNTY OF ALAMEDA

By: _____
Chairperson, Board of Supervisors

COUNTY OF YOLO

By: _____
Chairperson, Board of Supervisors

COUNTY OF ORANGE

By: _____
Chairperson, Board of Supervisors

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ATTEST:

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ATTEST:

Dated: _____

COUNTY OF SANTA BARBARA

By: _____
Chairperson, Board of Supervisors

COUNTY OF SACRAMENTO

By: _____
Chairperson, Board of Supervisors

COUNTY OF VENTURA

By: _____
Chairperson, Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



Date: February 11, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Amendment to the Agreement with Samaritan House

RECOMMENDATION:

Adopt a Resolution authorizing an Amendment to the Agreement with Samaritan House to continue to act as the Services Coordinator for the Community Service Block Grant administration and to collaborate with the Core Services Agencies to provide Safety Net Services, extending the term through December 31, 2013, increasing the amount by \$416,555 to \$1,152,845.

BACKGROUND:

The Community Services Block Grant (CSBG) program provides grants to local governments and nonprofit agencies to assist eligible low-income households in attaining the skills, knowledge and motivation necessary to achieve self-sufficiency. Additionally, funding from the grant 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.

On February 14, 2012, the Board of Supervisors executed an agreement with Samaritan House (Resolution # 071825) for the provision of services through Samaritan House's collaborations with Core Services Agencies for the 2011 and 2012 Grants. On June 19, 2012, the Board of Supervisors executed the First Amendment to the Agreement to add the remaining 2012 grant funds in the amount of \$317,076, and to extend the term of the Agreement to March 29, 2013.

DISCUSSION:

The Human Services Agency received the CSBG 2013 funding in the amount of \$115,345 and anticipates receiving the remainder amount of \$ 312,210 for a total anticipated revenue of \$427,555, of which \$416,555 will be allocated to Samaritan House for the provision of services and \$11,000 will be allocated to the Human Services Agency Center on Homelessness for time allocated to data entry, contract monitoring,

and other administrative reporting. This Second Amendment will allow Samaritan House to expand their services by providing assistance to an additional 400 low-income residents of San Mateo County. Samaritan House will act as the Service Coordinator for CSBG. These services include required reporting, administrative funds and collaborating with other Core Services Agencies who will be providing authorized CSBG Services, (providing food, clothing, transportation, shelter, housing assistance, utility payment assistance, car repair assistance and referral services). Services will be provided for the most vulnerable population of San Mateo County who need immediate support to stabilize their living situations.

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 Amendment and Resolution as to form.

Approval of this Second Amendment contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing Emergency Assistance (including; rental, food, clothing, mortgage assistance, transportation and referral services) for up to 1200 residents of San Mateo County's vulnerable population including senior citizens and disabled clients. It is anticipated that 55% of those 1200 will remain or increase self-sufficiency for up to 3 months or longer.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Number of Participants Projected to Receive Emergency Assistance (food, utility payments, rental and mortgage assistance, car repair assistance, shelter, transportation, referral services, and clothing)	798	1200
Percent of participants receiving rental or mortgage assistance that remain or increase self-sufficiency for 3 months or longer.	52%	55%

*Services under the CSBG grant run by calendar year opposed to fiscal year.

FISCAL IMPACT:

The term of the Agreement is January 1, 2012 through December 31, 2013. The total obligation of the Agreement will increase by \$416,555 from \$736,290 to \$1,152,845 which is funded through the State Department of Community Services and Development CSD. Funding is included in the FY 2012-13 Adopted Budget and will be included in the FY 2013 -14 Recommended Budget. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH SAMARITAN HOUSE TO CONTINUE TO ACT AS THE SERVICE COORDINATOR FOR THE COMMUNITY SERVICE BLOCK GRANT ADMINISTRATION AND TO COLLABORATE WITH THE CORE SERVICES AGENCIES TO PROVIDE COMMUNITY SERVICE BLOCK GRANT SAFETY NET SERVICES, EXTENDING THE TERM THROUGH DECEMBER 31, 2013, INCREASING THE AMOUNT BY \$416,555 TO \$1,152,845

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

WHEREAS, it is critical for the County to provide Community Services Block Grant (CSBG) Services for the residents of San Mateo County; and

WHEREAS, on February 14, 2012, the Board authorized Resolution Number 071825 waiving the Request For Proposal process and authorizing an Agreement with Samaritan House to collaborate with Core Services Agencies providing basic emergency and support services authorized and funded by the Community Services Block Grant, for the period of January 1, 2012 through December 31, 2012, in the amount of \$419,214, and authorizing the Director of the Human Services Agency or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, On June 19, 2012, the Board authorized Resolution Number 072017, an Amendment to the Agreement with Samaritan House to continue to collaborate with Core Services Agencies providing basic emergency and support services authorized and funded by the Community Services Block Grant, extending the term by three months to January 1, 2012 through March 29, 2013, and adding funding in the amount of \$317,076 for a total obligation of \$736,290; and

WHEREAS, this Second Amendment to the Agreement with Samaritan House is to continue to collaborate with Core Services Agencies providing basic emergency and support services authorized and funded by the Community Services Block Grant, extending the term by nine months to January 1, 2012 through December 31, 2013, and adding funding in the amount of \$416,555 for a total obligation of \$1,152,845; and

WHEREAS, this Board has been presented with a form of such a Second Amendment to the Agreement and said Board has examined and approved 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 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.

* * * * *

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO
AND
SAMARITAN HOUSE**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAMARITAN HOUSE, 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 purpose of acting as the Service Coordinator for Community Services Block Grant (CSBG) grant administration and to collaborate with the other Core Service Agencies to provide CSBG services on February 14, 2012; and

WHEREAS, on June 19, 2012, the parties amended the Agreement to add the remaining 2012 grant funds and extended the term of the Agreement to March 29, 2013; and

WHEREAS, the parties now wish to further amend the Agreement to add the CSBG 2013 funding and extend the term of the Agreement by nine months to December 31, 2013.

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

1. Section 1 – Exhibits and Attachments: The following Exhibits and Attachments are included hereto and incorporated by reference:

Exhibit A2 – Program/Project Description and Specific Requirements
Exhibit B2 – Payment Terms
Attachment II - A – CSBG/NPI Program Report
Attachment V- A – Budget Summary

2. Section 3 – Payments – shall read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A", "A1" and "A2" County shall make payment to Contractor based on the rates and in the manner specified in

Exhibit "B", "B1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **One Million One Hundred Fifty Two Thousand Eight Hundred Forty Five Dollars, (\$1,152,845).**

3. **All other terms and conditions of the Agreement dated February 14, 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

SAMARITAN HOUSE



Contractor's Signature

Date: 2/1/13

Exhibit A2
Program/Project Description and Specific Requirements
CSBG Program
Samaritan House
3/26/2013 – 12/31/2013

Program Description;

In consideration of the funding assistance payments set forth in Exhibit B, B1 and B2, Contractor shall provide the following services in collaboration with Core Services Agencies (and other agencies);

For 2013 CSBG Grant:

- Provide Employment Supports- NPI 1.2
- Provide Economic Asset Enhancement and Utilization – NPI 1.3
- Create and encourage community members work with community – NPI 2.3
- Work with non-profit and County-Wide Agencies – NPI 4.1
- Help senior citizens and disabled towards independent living – NPI 6.1
- Provide Emergency Assistance to low income families and individuals – NPI 6.2
- Provide and assist families and individuals to gain access to reliable transportation and gain affordable housing – NPI 6.4
- Provide food, clothing and referral services to low-income families and individuals – NPI 6.5

Number (target) of clients/program participants that are reflected in the National Performance Indicator (NPI) for the Community Services Block Grant (CSBG) Attachment I. Please refer to 2013 annual target column.

County Requirements

1. County Reimbursement Payment Overview:
Unless otherwise noted, payment to Contractor shall be made monthly in accordance with the cost allocation budget. All invoices must be supported by adequate documentation acceptable to HSA. Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 5% from the original estimated CSBG-budgeted line item must be approved in writing by HSA Center on Homelessness Manager.
2. Required Reporting: Contractor shall submit to the Human Services Agency (HSA):
 - a) Monthly Fiscal/Expenditure Report, to be submitted on a format appropriate to Department of Community Services and Development (CSD) and CSBG's standards and detailed based on Expenditure Activity Reporting System (EARS) by 15th day of calendar day following the reporting period.

- b) NPI Mid Year and Annual Report, which provides year to date achievements/progress to NPI's goals (as stated above in Program Description). Mid – Year Report; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report) to HSA by July 10, 2013 for the period of March 6, 2013 – June 30, 2013.

Annual Report; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report)) to HSA by January 10, 2014 for the period of March 26, 2013 – December 31, 2013.

- c) Other Annual Reports – CSBG/IS : Contractor will submit the following annual reports for the period of March 26, 2013 – June 30, 2013 by February 30, 2014: CSBG Fiscal Data (Other Funds - CSD 425.OF and Other Resources – CSD 425.OF), and Management Accomplishment (CSD 090).

Contract reporting dates are subject to change. In the event of a change, Contractor will be notified in writing by HSA staff.

Exhibit B2
Payment Terms
CSBG
Samaritan House
3/26/2013 - 12/31/2013

In consideration of the services provided by Contractor in Exhibit "A", "A1, and "A2", County will disburse funding assistance to Contractor based on the following terms:

Unless otherwise noted, payment to Contractor shall be made monthly in accordance with the cost allocation budget. All invoices must be supported by adequate documentation acceptable to HSA. Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 5% from the original estimated CSBG-budgeted line item must be approved in writing by HSA Center on Homelessness Manager.

CSBG Services

Upon receipt of invoice (the 15th day of each calendar month following the reporting period), County will reimburse Contractor for actual costs incurred for services rendered during the term of the contract through the end of the period just completed, provided Contractor provides HSA with documentation that is appropriate to the request for reimbursement and consistent with the cost allocation budget described in Attachment I, (For example, if reimbursement is for staffing costs, then appropriate documentation would be time sheets indicating hours incurred for CSBG-supported service delivery in appropriate time periods, documentation that the staff costs are reimbursable from funds provided in this agreement, and that staff costs were a line item in the budget submitted).

If HSA determine that the invoice documentation is too voluminous, HSA will notify Contractor that a summary of documentation plus scanned/e-mailed support materials may suffice for County review and approval. In all cases, Contractor shall make documentation records available for HSA review upon request.

In no event will County reimburse Contractor for any payments exceeding the total amount stated in Agreement.

All requests for reimbursement must be signed by an authorized representative of Contractor. Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the activity or services described in Exhibit A. The County reserves the right to verify such completion prior to payment to Contractor.

In the event of a questionable payment request, the County will state in writing the specific nature of its objections to Contractor's work. The County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

This Second Amendment adds \$416,555 for the CSBG 2013 Grant. In no event shall the total obligation of this Agreement exceed \$1,152,845 for the period of March 26, 2013 - December 31, 2013.

Attachment II-A	CSBG/NPI Program Report	*2011 Annual Actual	2013 Target - ANNUAL	2013 Target - MID-YEAR
NPI 1.2	Employment Supports			
	F Obtain access to reliable transportaion or dirver's licence	5	7	3
	H Obtain safe and affordable housing	135	172	86
NPI 1.3	Economic Asset Enhancement and Utilization			
	A Enhancement			
	1 Tax Preparation Program Participants qualified for credits		15	15
	B			
	1 Number of clients demonstrating the ability to complete and maintain a budget for 90 days		25	12
	2 Number of client opening a savings account		6	3
NPI 2.3	Number of community members working with community action			
	B Number of donated volunteer hours	27,000	27,000	13,500
NP 4.1	Expanding opps thru community-wide prtshps			
	A Non-Profit	18	18	12
	D State Government	1	1	1
NPI 6.1	Independent Living			
	A Senior Citizens	42	54	27
	B Individuals with Disabilities	55	70	35
	Ages			
	Children	1	1	1
	Adults	39	50	25
	55 And Over	15	19	10
NPI 6.2	Emergency Assistance			
	A Emergency Food	75	101	50
	B Emergency Fuel or utility payments	129	165	82
	C Emergency Rent or Mortgage Assistance	349	446	223
	D Emergency Car or Home Repair	1	1	1
	E Emergency Temporary Shelter	30	38	19
	I Emergency Transportation	13	17	9
	K Emergency Clothing	24	32	16
NPI 6.4	Family Supports			
	C Obtained Access to reliable transportation or licence	3	4	2
	E Obtained or maintained safe and affordable housing	41	52	26
NPI 6.5	Service Counts			
	A Food Boxes	325	437	218
	C Units of Clothing	312	419	210
	E Information and Referral Calls	16	22	11
	FAR FAR (Financial Assistance Ratio) - to adjust for the increase in the 2013 grant.	1.34		
	CSBG CAA 2013 Financial Assistance Budget	295000		
	CSBG CAA 2011 Financial Assistance Expense	219456		
ADJ	ADJ (Adjustment Factor) - to make the targets more conservative.	0.95		
	Mid-Year Calc	0.50		
* CSBG Agreement for 2012 was extended through March 31, 2013. The 2012 Agreement's final / actual data will be available by March 31, 2013.				

Attachement V-A - Budget Summary

Samaritan House (SUB-Contractor) Budget Summary 2013 CSBG Grant - Agreement #12-F-4440

Section 10 – Administrative Costs

Position Title	Amount	Justification / Description	Percent	Months	Position Budget
Director of Finance	\$3,533	This position oversees contract compliance, financial and data reporting.	3.4%	12	\$ 3,533
Data Manager	\$24,833	Manages data collection and reporting for the 8 agency collaborative. Other functions include data entry (NPI indicators) and quality assurance processes on NPI reporting for the contract.	43%	11	\$ 24,833
Accounting Assistant	\$6,463	Grant accounting, billing and documentation.	15%	11	\$ 6,463
Fringe Benefits	3,971	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, workers compensation (6%),			
Audit	\$1,507				
SUB TOTAL	\$40,306				

Section 20 – Program Costs

Community Action Agency Program Director	\$58,344	This position ensures all program participants in the 8 partner agencies meet CSBG eligibility by working with clients and case managers. This position also conducts outreach activities to clients and community partners to increase client access to services and additional resources. Additional activities include facilitating the program oversight committee (comprised of representatives from all partner agencies countywide). This committee is the vehicle used to roll out program information, ensure consistent program requirements amongst providers, problem solve program issues, and to implement the client assistance appeals process.	88%	12	\$ 58,344
Accountant Assistant	\$11,280	Activities in the programmatic side primarily entail working with the client, case managers and third party vendors on eligibility issues in order to release payments to vendors. Many times this position may have to work with vendors (i.e. landlords) to explain the program requirements in order to gain confidence to obtain necessary information and eligibility documents on behalf of the client. Other activities include issuing the check and coordinating delivery to vendor (i.e. vendor or case manager pick-up) as most homelessness prevention assistance comes with a high sense of urgency due to late payments and other factors.	24%	12	\$ 11,280
Fringe Benefits	\$9,031	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, workers compensation (6%).		12	
Operating Expenses	\$4,500	Cell phone, communications, copying and paper, forms, utility and occupancy, liability insurance, data connectivity and maintenance for program staff.		12	

Other Costs – Direct Clients’ short term services/assistance (as indicated in the NPI)	\$293,094	Direct payments to third party vendors (i.e. landlords, PG&E, propane vendor, moving costs or car repair for going to work) on behalf of eligible individual or families.		12	
SUB TOTAL	\$376,249				

SH TOTAL	\$416,555	

TOTAL \$416,555



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



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

To: Honorable Board of Supervisors
From: Jaime D. Young, Public Safety Communications Director
Subject: Amendment to the Agreement for 9-1-1 Communications Services for the City of San Carlos

RECOMMENDATION:

Adopt a Resolution authorizing an amendment to the agreement with the City of San Carlos for public safety communications services that will annually increase fees for an accumulative amount not to exceed \$2,227,574 for the agreed upon term.

BACKGROUND:

In November 2011, your Board approved an Agreement between the City of San Carlos and the County that authorized the Office of Public Safety Communications (PSC) to provide law enforcement communications services to the County Sheriff's San Carlos Patrol Bureau. The Agreement provided an opportunity for the City and County to review the call volume generated by patrol personnel and citizen callers in order to assess the impact on the 9-1-1 Dispatch Center and adjust costs accordingly.

DISCUSSION:

In October 2012, the City and County met and evaluated calls for service and field initiated activity and how this workload is managed in the Dispatch Center. It was agreed that the call volume was significantly higher than the first year of the service prompting a fee adjustment and amendment the payment schedule of the existing contract for the remaining term that expires June 20, 2016. These fees include a 2% cost-of-living increase and an equity increase equally distributed over four years, which recovers costs for services rendered but not charged for during the first year of service.

Pursuant to the Agreement, PSC will provide communications/dispatch services, supervisory personnel 24 hours a day, seven days a week, management overhead, and public safety systems oversight and maintenance. The Agreement includes a small pro-rata share of services and supply costs, and provisions for PSC Dispatch Staff to participate in community public education, neighborhood meetings, crime prevention campaigns and ride-alongs with police officers.

The City of San Carlos approved this Amendment on November 12, 2012.

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

Approval of this Amendment contributes to the Shared Vision 2025 community outcome of Safe Neighborhoods by ensuring that efficient and prompt 9-1-1 communications services are rendered to the citizens and visitors of San Carlos, 24 hours a day, seven days a week.

PERFORMANCE MEASURE(S):

Measure	FY 2012-13 Actual	FY 2013-14 Projected
Percent of High Priority incidents dispatched within established time frames for police calls.	70%	85%

Using the new Emergency Police Protocol system results in getting more information systematically at the beginning of a call and prior to dispatch, ensuring all necessary safety questions are asked and information is accurate. This practice is a change from PSC's previous call taking sequence; therefore, call processing times were adjusted.

FISCAL IMPACT:

Revenue from this amended Agreement is included within the Public Safety Communications FY2012-13 budget. The City pays for services effective November 1, 2011 through June 30, 2016, not to exceed an accumulated \$2,277,574 for the term of the Agreement. There is no net county cost for the services rendered in this Agreement.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE
CITY OF SAN CARLOS FOR PUBLIC SAFETY COMMUNICATIONS SERVICES
THAT WILL ANNUALLY INCREASE FEES FOR AN ACCUMULATIVE AMOUNT NOT
TO EXCEED \$2,227,574 FOR THE AGREED UPON TERM**

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

WHEREAS, on November 1, 2011, the Board of Supervisors approved an Agreement with the City of San Carlos, whereby the County provides dispatch and communications to the Sheriff's San Carlos Patrol Bureau; and

WHEREAS, there has been presented to the Board of Supervisors for its consideration and acceptance the Amendment, reference to which is hereby made for further particulars, whereby the fees for communications services are being increased to reflect cost recovery for services rendered; and

WHEREAS, the Board of Supervisors has examined and approved the Amendment to the Agreement as to form and content and desires to enter into same:

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board is hereby authorized and directed to execute said 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.

* * * * *

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE CITY OF SAN CARLOS
FOR COMMUNICATIONS SERVICES**

THIS AMENDMENT TO THE AGREEMENT, is entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and the "CITY OF SAN CARLOS"; hereinafter called "CITY"

W I T N E S S E T H:

WHEREAS, pursuant to Government Code §§ 51300 *et seq.*, COUNTY may contract with CITY for the performance of CITY functions by the appropriate officers and employees of COUNTY; and

WHEREAS, in 2011, COUNTY and CITY contracted for the COUNTY to provide dispatch services to Sheriff's Office personnel assigned to the San Carlos Patrol Bureau; and

WHEREAS, the CITY has agreed to this amendment which has been presented to CITY honorable City Council on the 13th day of November, 2012.

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

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

3. Payment

- (a) The CITY will pay COUNTY pursuant to the following fee schedule effective November 1, 2012:

	FY12-13*	FY13-14	FY14-15	FY15-16
Annual	\$370,354	\$453,845	\$539,005	\$625,870
Quarterly Charge	\$92,588	\$113,461	\$134,751	\$156,467

*County and City agree that the first quarter, which has already been invoiced and paid (July 1 – September 30) remained at the prior quarterly cost of \$72,125. The second quarter (October 1 – December 31) is pro-rated where \$78,946 will be invoiced. The third and fourth quarters will be billed at the rate stated in the pay schedule.

- (b) Increases each fiscal year represent an equity alignment cost. This cost is the adjustment from providing the first year of service at a reduced rate that provided for time and analysis for workload impact. The analysis has been conducted where adjusted costs represent a percentage of workload conducted by Sheriff's personnel assigned to the San Carlos Bureau. Furthermore, a 2% cost-of-living increased has been applied to each year representing escalating costs to the PSC operating budget to include but not limited to increases in labor, retirement, benefits, etc.
3. All other terms and conditions of the Agreement dated November 1, 2011, shall remain in full force and effect.

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

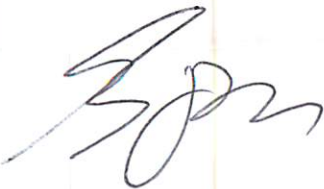
COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: 
Clerk of Said Board




CITY of SAN CARLOS

Date: 11-20-12



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



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

To: Honorable Board of Supervisors

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

Subject: Agreement with Regatta Solutions

RECOMMENDATION:

Adopt a Resolution waiving the Request for Proposals process and authorizing an agreement with Regatta Solutions for service, repair and rebuild of micro-turbines at the Youth Services Center for the term of April 1, 2013 through March 31, 2019, in an amount not to exceed \$370,000.

BACKGROUND:

On July 18, 2006 your Board adopted Resolution No.068153 authorizing an agreement with Carrier Corporation to perform preventive maintenance and repairs to the micro-turbine cogeneration system in the Youth Services Center (YSC) central plant. The agreement has expired and staff now desires to enter into a contract for full service maintenance of the equipment.

DISCUSSION:

At the time the cogeneration plant was installed, Carrier custom-designed and manufactured the absorption chillers as a component of the micro-turbine cogeneration system. The micro-turbines were manufactured by Capstone, then a wholly owned subsidiary of Carrier. Carrier has since divested itself of Capstone. Staff is recommending that the County enter into an agreement with Regatta Solutions on a sole source basis as it is the only factory authorized service provider for Capstone micro-turbines in the Western United States.

Regatta Solutions has agreed to provide full service maintenance including periodic factory service, repairs for unscheduled failures and overhaul each unit upon reaching the 40,000 hour projected operating life limit on a fixed fee basis, as described in Exhibit A of the Agreement. Based on the current turbine run hours of the operating units, we anticipate that all eight micro-turbine units will be overhauled once, and only once, during the six year term of the contract. Staff believes that entering into this agreement

with Regatta Solutions is in the best interest of the County as it allows Regatta Solutions to offer better pricing and limits the downtime of failed units.

Regatta Solutions agreed to provide the full service maintenance for a total of \$306,534 comprised of quarterly payments in the amount of \$12,772.26 over the six year term as described in Exhibit B of the Agreement. The Agreement allows for a 2% annual escalation clause, which staff anticipates the contractor will invoke based on the current and anticipated inflation rates. This will result in an additional cost to the County of \$15,741 for a total minimum cost of \$322,275.

Staff further increased the maximum not to exceed amount by approximately \$47,725 to \$370,000 to cover necessary work and repairs that are excluded from the basic level of services. This work may include repair of damage caused by unforeseen conditions, such as: vandalism, earthquakes, or weather related damage. Additionally, this contingency will support Department requested modifications to the equipment that may be necessary or mandated over the term of the Agreement. Work performed by the Contractor that is beyond the full service maintenance will be requested by the Department in writing and performed by the Contractor on a time and material basis in accordance with the rates provided in Exhibit B. The Department is recommending an Agreement with sufficient contingencies to allow for continued operation of the micro-turbines as the County is required to pay PG&E significant standby fees when the cogeneration plant is off-line.

The County Contract Compliance Committee has approved the waiver for extension of the contract term beyond 3 years to six years.

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

Approval of an agreement with Regatta Solutions contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by minimizing down time on the micro-turbine cogeneration system that achieves reductions in the greenhouse gas emissions due to the operation of the YSC.

FISCAL IMPACT:

There is no impact to the General Fund. Funding for the maintenance and overhaul of the YSC cogeneration plant is provided for in the annual Capital Improvement Program.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND
AUTHORIZING AN AGREEMENT WITH REGATTA SOLUTIONS FOR SERVICE, REPAIR,
AND REBUILD OF MICRO-TURBINES AT THE YOUTH SERVICES CENTER FOR THE
TERM OF APRIL 1, 2013 THROUGH MARCH 31, 2019, IN AN AMOUNT NOT TO EXCEED
\$370,000**

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

WHEREAS, the County of San Mateo, Department of Public Works and Parks, Facilities Division operates a micro-turbine cogeneration plant comprising of eight Capstone micro-turbine generating units at the Youth Services Center; and

WHEREAS, the Facilities Division requires contractor support to service, repair, and rebuild the Capstone equipment; and

WHEREAS, Regatta Solutions is the only Capstone factory authorized service provider in California; and

WHEREAS, based on current run hours of the eight turbines covered by the proposed contract and a 40,000 hour life cycle, staff predicts that all turbines will require rebuild once, and only once, during the next six years; and

WHEREAS, a six year contract term makes it possible to contract for full service, including rebuild, that being in the best interest of the County, versus contracting for the rebuild of eight turbines on an individual basis; and

WHEREAS, there has been presented to this Board for its consideration and acceptance an Agreement between Regatta Solutions and the County of San Mateo, which Agreement provides for service, repair, and rebuild of the micro-turbine generators at the Youth Services Center for the term of April 1, 2013 through March 31, 2019, in an amount not to exceed \$370,000; and

WHEREAS, this action furthers commitment to an environmentally conscious community by minimizing down time on the micro-turbine cogeneration system that results in a reduction of the overall volume of greenhouse gas produced.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The Board of Supervisors waives the Request for Proposal Process because it is in the best interest of the County; and
2. The President of the Board of Supervisors shall be, and is hereby, authorized and directed to execute an Agreement with Regatta Solutions for the maintenance, repair, and rebuild of micro-turbine generators at the Youth Services Center for the term April 1, 2013 through March 31, 2019 in an amount not to exceed \$370,000 and the Clerk of the Board shall attest the President's signature thereto; and
3. The Director of the Department of Public Works and Parks or designee is authorized to execute Agreement amendments which modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
REGATTA SOLUTIONS**

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and REGATTA SOLUTIONS, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of maintaining, repairing, and overhauling the COGEN micro-turbines at the Youth Services Center Central Plant.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be Performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed three hundred seventy thousand and 00/100 dollars, \$370,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2013 through March 31, 2019.

This Agreement may be terminated by Contractor, the Director of Public Works and Parks 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. Additionally, contractor shall be entitled to compensation per Amendment A to Exhibit A.

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 service to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

Department of Public Works and Parks
Attn: James C. Porter, Director
555 County Center, 5th Floor
Redwood City, CA 94063
Phone: (650) 363-4100
Fax: (650) 361-8220

In the case of Contractor, to:

Mark Parriott, VP Customer Engineering
Regatta Solutions
27122 Paseo Espada #901
San Juan Capistrano, CA 92675
Office: (949) 481-9670
Fax: (949) 481-9674
Mobile: (310) 869-5161

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

Regatta Solutions



Contractor's Signature

Date: 2/26/13

Exhibit A - Services

Contractor shall provide factory protection plan services for 8 turbines, as identified in Attachment 1, and 4 Copeland FGBs for a period of six years or 79,999 trh, Parts & Labor, with Overhaul. Scope of maintenance covered is identified in the following table under the Heading “OTHER”.

A. Description of Factory Protection Plan Services

FACTORY PROTECTION PLAN INCLUDED SERVICES	PLAN A	PLAN B	PLAN C	PLAN D	OTHER
Maintenance Parts:					
➤ Scheduled maintenance parts as needed pursuant to the then current Capstone Turbine Standard Maintenance Schedule (Capstone Turbine document number 440000 for Model C30 or Model C60, or Capstone Turbine User Manual for Model C65 or C200).	✓	✓	✓	✓	☒
➤ Unscheduled maintenance parts as needed, including:					
• Engine assembly (Engine/Generator)	✓	✓	✓	✓	☒
• All power electronics components	✓	✓	✓	✓	☒
• All fuel system components	✓	✓	✓	✓	☒
• Optional/Accessory equipment (if installed)					
- Main battery pack	✓	✓	✓	✓	☒
- Heat Recovery Module (HRM) coil	✓	✓	✓	✓	☒
- Advanced Power Server (APS)	✓	✓	✓	✓	☒
- Dual Mode Controller (DMC)	✓	✓	✓	✓	☒
- External Fuel Filter	✓	✓	✓	✓	☒
- External Regulator	✓	✓	✓	✓	☒
Maintenance Labor:¹					
➤ Scheduled maintenance labor.	No	✓	No	✓	☒
➤ Unscheduled maintenance labor.	No	✓	No	✓	☒
Engine Overhaul at 40,000 trh	No	No	✓	✓	☒

Additional Services:					
➤ Access to Capstone Turbine Call Center, including 24/7 access to Technical Support.	✓	✓	✓	✓	☒
➤ Priority response to unscheduled maintenance service requests.	No	✓	No	✓	☒
➤ System software upgrades as released by Contractor.	✓	✓	✓	✓	☒

¹ Normal Regatta Solutions service hours are 8:00 am to 5:00 pm (domestic) / 7:00 am to 6:00 pm (international) local time weekdays, excluding Regatta Solutions holidays.

➤ Installation of system software upgrades.	No	✓	No	✓	☒
Other – Description: <u>Response Time</u> Contractor agrees to provide a 24 response to address microturbine failures. This response may come in the form of on-site visit, remote diagnostics or phone support. <u>Operating Hour Overage</u> In the event of a microturbine system exceeding 79,999 operating hours before contract end of services, all work performed on said microturbine, excluding warranty, will be billed on a time and material basis accordingly. <u>Equipment Covered</u> Under this contract, all Capstone supplied equipment as defined in Exhibit 1, will be covered.					

B. Service Conditions

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause excessive usage, or need for replacement, of consumables and filters outside the parameters of Capstone Turbine standard service intervals.
2. Sites must be installed in accordance with all Capstone Turbine installation requirements.
3. Sites must be commissioned in accordance with Capstone Turbine specifications and Contractor must have an approved Commissioning Checklist on file.
4. Owner shall retain title to all hardware Contractor designates to be scrap. Contractor shall provide a list of approved disposal providers.
5. If CSN is checked in Section A above, then County is responsible for providing Contractor with an internet connection for CSN starting on the Start of Services Date and terminating on the End of Services Date (see Section D below).

C. Excluded Services

The following are specifically excluded from the Agreement:

1. Changes to the original design and configuration (alterations from “as commissioned”).
2. Application engineering and installation; correction of latent or discovered defects or equipment failure due to application engineering, installation, settings and/or connections.
3. Operation of Covered Equipment on a day-to-day basis.
4. Emissions testing or testing of exhaust gas.
5. Fuel analysis or laboratory analysis to confirm fuel composition.
6. Operator classroom training.
7. Operation of the Covered Equipment outside of Capstone Turbine standard operating guidelines defined in the Contractor User Manual.
8. City, state, and/or federal permits, rebates, or incentive applications or filings.
9. Any services requested by County which are determined, in Contractor’ sole discretion, to be outside the scope of this Agreement.
10. Balance of plant equipment: Contractor will provide Services for the Covered Equipment listed in Exhibit 1 only, as may be amended by the parties from time to time in writing.

11. Using the CSN, Contractor may provide remote monitoring service diagnostics as a courtesy to the customer. The CSN equipment is capable of monitoring additional Balance of Plant equipment (i.e., anything outside of the housing and not included in the definition of "Covered Equipment" set forth below) which may impact the successful operation of the Covered Equipment under this Agreement. Under no circumstances is Contractor obligated to provide any Services for Balance of Plant equipment or any other equipment that is not listed as Covered Equipment.
12. Internet connection, service, maintenance, or hardware related fees.

D. Additional Terms of Service:

1. **Contractor' Services; Warranty.** Contractor agrees that it will comply with applicable laws and regulations relating to its provision of the Services and such Services will be provided in a professional and workmanlike manner consistent with the applicable Scope of Services and with generally accepted industry standards and practices with regard to the type of services provided hereunder. Contractor on behalf of Capstone Turbine provides the warranties with respect to Parts and labor provided by Contractor for the applicable Covered Product (the "**Service-Related Warranties**"). Notwithstanding any term contained in a Service-Related Warranty or this Agreement to the contrary, any and all Service-Related Warranties expire upon the completion of the Services.
2. **County's Obligations.** In addition to all other obligations stated in this Agreement, when requested, County shall provide Contractor with: (i) records and information concerning the Covered Equipment; and (ii) any special tools or instruments needed for the Covered Equipment which County already possesses. County shall designate an authorized representative who shall be available to Contractor at all times while Contractor is performing the Services on County's premises. County agrees that the Scope of Services excludes all trade labor work and any supervision, management or regulation of County's employees, agents or contractors and work related thereto, and it does not include responsibility for planning, scheduling, monitoring or management of the work to be performed by County. County agrees that any written or oral reports and advice provided by Contractor to County in connection with the provision of Services shall be utilized solely by County and shall not be used or conveyed by County to any third party.
3. Pursuant to this Services Agreement (the "Agreement"), County hereby authorizes Contractor to provide the services described above (the "Services"), including the provision of any necessary parts (the "Parts"), on the Capstone Turbine generator systems, controls and/or accessories identified above (the "Covered Equipment") in accordance with and subject to the terms and conditions described above and on the pages attached hereto

SITE NAME/ LOCATION	DESCRIPTION	MANUFACTURER	MODEL/CONFIGURATION OR PART NUMBER	SERIAL NO.	STARTING TRH
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC GP	3476	25,689
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC	3470	19,144
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC GP	3482	20,872
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC	3475	15,571
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC GP	3474	29,653
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC	3484	20,352
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC GP	3471	9,673
San Mateo Youth Complex	C60 Microturbine	Capstone	HPNG GC	3483	25,873

Attachment 1 to Exhibit A

Exhibit B – Payment

1. Payment for the Service Agreement will be made in equal ☐ Annual or ☒ Other (specify: 24 equal quarterly) installments of \$12,772.26. The first installment is due upon the Start of Services Date (see Section D above). The remaining installments will be due 30 days prior to each succeeding Anniversary (Annual or Other, whichever is specified in the first sentence of this paragraph) of the Start of Services Date.
2. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of invoicing, are stated in U.S. dollars and include any fees, licenses and permits required for the performance of the Services, and exclude sales and other taxes.
3. Overdue payments shall be subject to a late charge, calculated from the date of invoice to the date of payment, equal to the lesser of 1.5% per month or the highest applicable rate allowed by law. The foregoing shall in no way limit any other remedy that may be available to Contractor.
4. County's obligations to Contractor to pay in full all amounts owed to Contractor as of the termination or expiration of this Agreement shall survive the termination for any reason or expiration of this Agreement.
5. Contractor may adjust pricing by up to 2% annually for the services provided hereunder upon written notice to County should the total Consumer Price Index (CPI) exceed 2% in the previous year of the contract.
6. County has the right to terminate this contract with 30 days prior written notice. The County will then be obligated to pay a percentage of the remaining total contract balance as listed in table A-1. Such obligation shall not apply if termination is for cause, i.e. failure to comply with all contract provisions as described in Exhibit A. Upon County cancelation, Contractor may cease performance of any services.
7. When necessary to perform services on a time and material basis, the rates in Table A-2 shall apply.

Table A-1
Payment on Contract Termination

Contract Year	% of Total Contract Balance Owed
1	25
2	25
3	30
4	45
5	60
6	75

Table A-2
Billing Rates

The following time, travel and material rates apply to services performed per individual Field Services Order(s).

Hourly Labor Rate - \$180.00 - Per Hour (2 Hour Minimum)

Phone Support - \$100.00 – Per Hour (1 Hour Minimum)

Travel Hours - \$75.00 - Per Hour

Mileage - \$ 1.75 cents - Per Mile

Extended Travel Costs (flight, hotel, car rental, etc.): Billed at cost plus 10% to Regatta Solutions

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.

Mark Parriott

Name of 504 Person - Type or Print

MARK PARRIOTT

Name of Contractor(s) - Type or Print

27122 Paseo Espada #901

Street Address or P.O. Box

San Juan Capistrano, CA 92675

City, State, Zip Code

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

[Signature]

Signature

V.P. Customer Engineering

Title of Authorized Official

2/26/13

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
Public Works and Parks



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

To: Honorable Board of Supervisors

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

Subject: Memorandum of Understanding for Continuation of the Pilarcitos Creek Restoration Workgroup

RECOMMENDATION:

Adopt a Resolution authorizing:

- A) The President of the Board of Supervisors to execute a Memorandum of Understanding for continuation of the Pilarcitos Creek Restoration Workgroup for a term of five years from the date of execution by all parties; and
- B) The Deputy County Manager for Community Services or her designee to be the primary County contact for the workgroup.

BACKGROUND:

The San Mateo County Resource Conservation District (RCD) managed the development of the 1996 Watershed Restoration Plan for Pilarcitos Creek (Plan) with stakeholder input and assumed responsibility for overseeing implementation of the Plan. The Plan identified five major watershed issues of concern, which included: reduced stream flows; degraded fish habitat; bank erosion and loss of riparian vegetation and habitat; watershed erosion and channel sedimentation; and exotic vegetation.

Recognizing the need for continued coordination of restoration efforts in the watershed, the San Francisco Public Utility Commission obtained FY 2005-06 grant funds from the Regional Water Quality Control Board (Water Board) for development of an Integrated Watershed Management Plan for the Pilarcitos Creek Watershed (Pilarcitos IWMP).

On May 15, 2007, your Board adopted Resolution No. 068698, which authorized the County's participation in the Pilarcitos Creek Restoration Workgroup (Workgroup) by signing a Memorandum of Understanding (MOU) dated January 25, 2007 establishing the Workgroup. Your Board also designated the Deputy County Manager for

Community Services or her designee to be the primary County contact for the Workgroup. The Workgroup was established to oversee development of the Pilarcitos IWMP and included representatives from federal, state, local, and nonprofit agencies. The RCD has served as the contract manager for the Pilarcitos IWMP.

DISCUSSION:

Members of the Workgroup have been working together since 2007 to develop and implement the Pilarcitos IWMP. The Pilarcitos IWMP was completed in 2008 and was based upon the previously developed Plan. Its purpose is to promote balanced solutions to effectively manage the Pilarcitos Creek watershed that satisfy environmental, public health, domestic water supply, and economic interests. Staff from the Department of Public Works and Parks participated as a member of the Workgroup during the development of the Pilarcitos IWMP and during implementation of priority projects. The projects identified were prioritized individually or collectively to help achieve the following six goals: protect and recover Steelhead trout and other native aquatic and riparian species; enhance stream flows while maintaining yield; manage stream channel corridors to reduce erosion, sedimentation and flood risks; increase native riparian vegetation, maintain good water quality conditions, and promote community and stakeholder collaboration.

The MOU establishing the Workgroup expired on May 31, 2012. The members of the Workgroup collectively decided that it is in the best interest of the stakeholders to continue participation in the implementation phase of the Pilarcitos IWMP as the Workgroup. As such, a new MOU has been developed.

The new MOU retains the primary purposes and operational structure of the original Workgroup. To continue participation in the Workgroup, all agencies must sign the new MOU and establish a primary contact.

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

Approval of this action contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by collaborating with other stakeholders to promote environmental stewardship and protect and restore natural resources.

FISCAL IMPACT:

The MOU states that participation in the Workgroup is voluntary. There is no cost associated with signing the MOU other than staff time associated with participating in the Workgroup. There is no dedicated funding for Department of Public Works and Parks staff's participation in the Workgroup. Funding for project implementation will be provided by individual project sponsors.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING:

- A) THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR CONTINUATION OF THE PILARCITOS CREEK RESTORATION WORKGROUP FOR A TERM OF FIVE YEARS FROM THE DATE OF EXECUTION BY ALL PARTIES; AND
B) THE DEPUTY COUNTY MANAGER FOR COMMUNITY SERVICES OR HER DESIGNEE TO BE THE PRIMARY COUNTY CONTACT FOR THE WORKGROUP

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

WHEREAS, the Pilarcitos Creek Restoration Workgroup (Workgroup) was established in 2007 to oversee development of the Pilarcitos Integrated Watershed Management Plan (Pilarcitos IWMP); and

WHEREAS, on May 15, 2007, the Board adopted Resolution No. 068698, which authorized execution of a Memorandum of Understanding (MOU) regarding the establishment of the Workgroup and authorized the Deputy County Manager for Community Services or her designee to be the primary County contact for this Workgroup; and

WHEREAS, as the designated County contact for the Workgroup, staff from the Department of Public Works and Parks has actively participated as a member of the Workgroup and in the development of the Pilarcitos IWMP; and

WHEREAS, the Pilarcitos IWMP was completed in October 2008, and projects

are currently being implemented; and

WHEREAS, the MOU establishing the Workgroup expired on May 31, 2012; and

WHEREAS, the members of the Workgroup collectively decided that it is in the best interest of the stakeholders to continue participation in the implementation phase of the Pilarcitos IWMP as the Workgroup; and

WHEREAS, the San Mateo County Resources Conservation District will continue to serve as the convener of the Workgroup and has developed a new MOU describing how the Workgroup operates as a collaborative forum to achieve the common goal of protecting and restoring the natural resources of the Pilarcitos Creek watershed; and

WHEREAS, to continue participation in the Workgroup, all agencies must sign the new MOU and designate a primary contact for Workgroup activities; and

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

1. The President of the Board of Supervisors is hereby authorized and directed to execute said Memorandum of Understanding for a term of five years from the date of execution by all parties.
2. The Deputy County Manager for Community Services or her designee is directed to be the primary County contact for the Pilarcitos Creek Restoration Workgroup

* * * * *

8/15/2012

Memorandum of Understanding (MOU) Among

California Department of Fish and Game, California State Parks, City of Half Moon Bay, Coastside County Water District, Coastside Land Trust, Committee for Green Foothills, Midpeninsula Regional Open Space District, National Marine Fisheries Service, Peninsula Open Space Trust, Pilarcitos Creek Advisory Committee, San Francisco Public Utilities Commission, San Mateo County, San Mateo County Farm Bureau, San Mateo County Resource Conservation District, Sewer Authority Mid-Coastside, Surfrider Foundation - San Mateo Chapter

Regarding

Continuation of the Pilarcitos Creek Restoration Workgroup
to Implement the 2008 Pilarcitos Integrated Watershed Management Plan

I. Recitals

- A. The groups listed above have been working together as the Pilarcitos Creek Restoration Workgroup (Workgroup) to oversee development of the Pilarcitos Integrated Watershed Management Plan (IWMP). The Workgroup was established by a Memorandum of Understanding dated January 25, 2007 that expires May 31, 2012.
- B. The IWMP was prepared by Philip Williams & Associates for the San Mateo County Resource Conservation District and California State Water Resources Control Board and completed on October 24, 2008. It was funded by a \$202,500 grant received by the San Francisco Public Utilities Commission (SFPUC) from the State Water Resources Control Board's 20052006 Consolidated Grants Program, and an associated cost share contribution of \$67,500 from the SFPUC.
- C. The purpose of the IWMP is to promote balanced solutions to effectively manage the Pilarcitos Creek watershed that satisfy environmental, public health, domestic water supply, and economic interests. It achieves this purpose by prioritizing restoration projects that individually or collectively help to achieve six key goals:
 - 1. Protect and recover steelhead trout and other native aquatic and riparian species.
 - 2. Enhance streamflows while maintaining yield.
 - 3. Manage stream channel corridors to reduce erosion, sedimentation and flood risks.
 - 4. Increase native riparian vegetation.
 - 5. Maintain good water quality conditions.
 - 6. Promote community and stakeholder collaboration.
- D. The groups listed above have decided collectively to continue as the Workgroup to implement the IWMP.

II. Purpose of this MOU

The purpose of this MOU is to describe how the Workgroup operates as a collaborative forum to achieve the common goal of protecting and restoring the natural resources of the Pilarcitos Creek watershed.

III. Definitions

The abbreviations and capitalized words and phrases used in this MOU have the following meanings:

- A. "IWMP" refers to the Pilarcitos Integrated Watershed Management Plan.
- B. "RCD" refers to San Mateo County Resource Conservation District.
- C. "Party" or "Parties" refers to the organization(s) signing this MOU.
- D. "Signatory" or "Signatories" refers to the person or group of people signing this MOU on behalf of their organization(s). The Signatories are the General Managers, Directors, Executive Officers, etc. from each organization, or their designees.
- E. "Workgroup" refers to the Pilarcitos Creek Restoration Workgroup.
- F. "Members" refers to the individuals delegated by the Signatories to represent their organization on the Workgroup.

IV. Workgroup Principles, Organization, and Participant Roles

- A. **Convener of Workgroup Meetings:** The RCD will serve as the convener of Workgroup meetings and in this role will initiate and circulate draft meeting agendas and provide meeting summaries.
- B. **Voluntary Participation; Designation of Party Representatives; Ability to Set Meetings; Formation of Subcommittees:** Participation in the Workgroup is voluntary, and open to the public. As a consequence of this MOU, each Signatory shall designate a representative as the primary contact for that Party on all Workgroup activities. The designated representatives will constitute the Workgroup Members. Members agree to keep the Workgroup informed of activities they are carrying out related to restoration efforts in the Pilarcitos Creek watershed. As necessary, the Signatory from any Party can call a meeting of the Signatories. At least two meetings of the Signatories will occur during each calendar year to keep each Party informed of current events at the policy recommendation and decision-making level. As necessary, the Workgroup Members or Signatories can establish ad hoc committees to conduct work on behalf of the Workgroup. These ad hoc subcommittees would report back to the Workgroup.
- C. **Meeting Schedules, Circulation of Agendas, and Meeting Summaries:** The Workgroup convenes approximately twice per year. Draft agendas and meeting summaries will be circulated in advance to Workgroup Members for comment before email distribution to the broader group. Draft meeting summaries will be finalized by adoption by Workgroup Members at the next meeting. Adopted meeting summaries will be posted by the RCD on their website, making them available to the public. If for whatever reason the RCD is unable or unwilling to provide this service, new arrangements will be made to make these minutes available to the public.
- D. **Workgroup Dispute Resolution:** The intent of the Parties is that any dispute should be resolved at the Workgroup Member level, if possible. However, nothing contained herein shall be deemed to preclude any Party from seeking to resolve a dispute between Parties by any other lawful means. If agreement on an issue cannot be reached among the Workgroup Members, then any Party may seek a more formal level of dispute resolution as described in this paragraph.

V. General Provisions of this MOU

- A. Term:** This MOU will expire in five years from the date of execution by all Parties listed above unless extended by mutual consent of the Parties. Execution by additional Parties that join the Workgroup who are not listed above will not extend the expiration date of this MOU.
- B. Amendments and Additional Signatories:** This MOU may be amended at any time with the unanimous approval of the Parties. Additional Parties may be added at any time with the unanimous approval of the Parties.
- C. Withdrawal:** Any Party may withdraw from this MOU at any time by giving written notice to the other Parties for any reason, including, without limitation, that a Party is dissatisfied with the outcome of the dispute resolution process provided for in Section IVD. The MOU remains in effect for the remaining Parties.
- D. Funding:** Nothing herein alters the existing authorities or responsibilities of any Party nor shall be considered as obligating any Party in the expenditure of funds or the future payment of money or providing services.
- E.** Implementation of this MOU by the signatory federal agencies is subject to the Anti-Deficiency Act, 31 U.S.C. Section 1341, and the availability of appropriated funds. This MOU is not intended and will not be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The signatories acknowledge that the federal signatories will not be required under this MOU to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit such expenditures as evidenced in writing.
- F. Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.
- G. Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- H. Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

EXHIBIT A

**Agreement to Join the Memorandum of Understanding
Continuing the Pilarcitos Restoration Workgroup
to Implement the 2008 Pilarcitos Integrated Watershed Management Plan**

In consideration of the mutual promises, covenants, and conditions contained therein,

_____ (name of Party) hereby agrees to be part of the Pilarcitos Restoration Workgroup created on January 25, 2007 and agrees to comply with the terms of the Memorandum of Understanding attached hereto and incorporated herein by reference.

In witness whereof, the party hereto has executed this agreement as of the date written below.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Organization: _____

Name and Address of Designated Representative to Workgroup:



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



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

To: Honorable Board of Supervisors

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

Subject: National Fish and Wildlife Foundation Grant Acceptance for the Surfer's Beach Access and Erosion Control Project

RECOMMENDATION:

Adopt a Resolution authorizing the Director of Public Works and Parks or his designee to accept on behalf of San Mateo County a National Fish and Wildlife Foundation grant for the Surfer's Beach Access and Erosion Control Project in the amount of \$180,000.

BACKGROUND:

Surfer's Beach in Half Moon Bay is a wide, sandy beach located behind a seawall adjacent to Highway 1. It is a very popular site for surfing, surf kayaking and stand up paddling. On a calm day, Surfer's Beach provides a safe environment for beginning surfers as waves break close to shore. Dozens of people, from teens through seniors can be seen there nearly every day from the morning through afternoon, in the water, on the beach and surfing the waves. The other primary visitors are observers. Local businesses such as California Canoe and Kayak and Half Moon Bay Kayak offer basic skills kayak classes and basic skills standup paddleboard classes. When the tide is low, many other visitors use the beach for relaxing, walking or running, or to exercise a dog.

Since 2002, San Mateo County has collaborated with state agencies, local governments, and community stakeholders to provide a solution for safe vertical access to Surfer's Beach from Highway 1, a safe 400-foot-long section of California Coastal Trail (CCT) alongside Highway 1, and to address erosion of the embankment that stabilizes the shoulder area of Highway 1.

The California Coastal Commission convened a September 2011 Multi Agency Scoping Meeting with County officials focused on Surfer's Beach. The meeting resulted in a project scope and cost estimate and the desire by the community for the County to seek funds to implement the suggested solution of a Surfer's Beach Access and Safety Project (Project). An overarching concept was developed encompassing the 400-foot

section of CCT north of Mirada Surf County Park along Surfer's Beach. In addition to creating a safe, stabilized section of CCT, the California Coastal Commission has requested that vertical access be provided to Surfer's Beach in the form of a removable staircase.

DISCUSSION:

The shoulder of Highway 1 along Surfer's Beach used as the CCT is unpaved and has eroded to approximately two-feet-wide. The narrowness of the shoulder along Highway 1 often forces non-motorized users to go onto the shoulder to pass each other. Current beach access is down a steep deteriorated grade from this eroded section of Highway 1. Beach users and surfers often carry gear as they skid down this difficult slope unintentionally further eroding the already impacted slope.

The Project will be a collaborative effort of many stakeholders including the landowners; the City of Half Moon Bay and Caltrans. San Mateo County, San Mateo County Harbor District and regulatory agencies including the California Coastal Commission will also be involved. The \$200,000 project includes the abovementioned \$180,000 grant and a \$20,000 grant match from the Midcoast Park Fund. The Project will have two phases: planning and construction. This Project, Phase I will result in completed plans, specifications, permits and environmental review. Permits will include CEQA, Coastal Development Permit, US Army Corps of Engineers Nationwide Permit, Department of Fish and Game, and Regional Water Quality Control Board permits and encroachment permits from California Department of Transportation (Caltrans) and City of Half Moon Bay. A subsequent Phase, Phase II will result in construction of the CCT alongside Surfer's Beach and adjacent to Highway 1, a staircase from the CCT to Surfer's Beach and a 100-foot-long retaining structure that will stabilize the embankment that supports Highway 1. We anticipate that Phase II will be funded by other grant and local sources and constructed in FY 2014-2015.

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

Approval of this Resolution contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community as execution of the Grant Agreement furthers the number and quality of natural experiences and recreational opportunities for County Park visitors. Each visitor gains a greater appreciation of the natural environment and the need for its preservation.

FISCAL IMPACT:

The total \$200,000 engineer's cost estimate will be provided by the \$180,000 grant and a match of \$20,000 from the County Parks Midcoast Park Fund. There is no fiscal impact to the General Fund.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND PARKS
OR HIS DESIGNEE TO ACCEPT A NATIONAL FISH AND WILDLIFE FOUNDATION
GRANT FOR THE SURFER'S BEACH ACCESS AND EROSION CONTROL
PROJECT IN THE AMOUNT OF \$180,000**

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

WHEREAS, San Mateo County has collaborated with state agencies, local governments, and community stakeholders since 2002 to provide a solution for safe vertical access to Surfer's Beach from Highway 1, a safe 400-foot-long section of California Coastal Trail alongside Highway 1, and to address erosion of the embankment that stabilizes the shoulder area of Highway 1; and

WHEREAS, on November 7, 2007, the cargo vessel Cosco Busan struck a tower of the San Francisco-Oakland Bay Bridge, releasing over 53,000 gallons of bunker fuel, and State and federal natural resource trustee agencies assessed the injuries to wildlife, habitat, and recreational uses, and made a claim for damages; and

WHEREAS, the National Fish and Wildlife Foundation developed a conservation program to receive and administer funds from settling defendants in the matter of the United States of America v M/V Cosco Busan, et al, and these funds will be used for grants to restore, expand, or enhance recreational opportunities in the San Francisco

Bay Area as public compensation for the loss of use and enjoyment of public beaches, parks, and other public or natural resources as a result of the Cosco Busan oil spill; and

WHEREAS, the National Fish and Wildlife Foundation procedures require grantees to certify by resolution the approval to accept a grant and comply with all assurances in the grant agreement; and

WHEREAS, San Mateo County will enter into an agreement with the National Fish and Wildlife Foundation for development of the project referenced herein.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Director of Public Works and Parks or his designee is hereby authorized to accept a National Fish and Wildlife Foundation grant for the Surfer's Beach Access and Erosion Control Project in the amount of \$180,000; and

BE IT FURTHER RESOLVED that the Director of Public Works and Parks or his designee is authorized to execute any other documents associated with acceptance of grant funding in the amount of \$180,000 from the National Fish and Wildlife Foundation.

* * * * *



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



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

To: Honorable Board of Supervisors

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

Subject: National Fish and Wildlife Foundation Grant Acceptance for the Coyote Point Recreation Area Promenade Western Shoreline Improvements Project

RECOMMENDATION:

Adopt a Resolution authorizing the Director of Public Works and Parks or his designee to accept a National Fish and Wildlife Foundation grant for the Coyote Point Recreation Area Promenade Western Shoreline Improvements Project in the amount of \$400,000.

BACKGROUND:

What is now the Promenade at Coyote Point Recreation Area was constructed in the late 1920s for the Pacific City amusement park as a pathway alongside the San Francisco Bay. Since the County acquired Coyote Point Recreation Area in the 1940s, use of the site has always included a shoreline trail and access to the Bay for non-motorized users.

For over thirty years, this site has been heavily used by beginner to advanced windsurfers. On windy afternoons, typically April to October, the Promenade now serves hundreds of windsurfers and kite boarders. A growing population of sea kayakers and stand up paddler boarders now use the site year-round on less windy days. The site also serves the many people who want to walk, jog or bicycle while viewing the San Francisco Bay. Open water swimmers enter the Bay using the existing sand bag ramps.

The Promenade is recognized in two regional trail plans. It is an important spur to the San Francisco Bay Trail as it connects to the Coyote Point Bay Trail and allows pedestrians and cyclists to travel from the City of San Mateo through the Coyote Point Recreation Area. It is also listed as a high opportunity site in the San Francisco Bay Area Water Trail Plan and could be included as a permanent site once improvements have been made.

DISCUSSION:

Strong winds and tides have deteriorated the western shoreline pathway, levee and access ramps of the Promenade to the extent that an engineered solution is necessary to prevent permanent closure of the site for all use. Philip Williams and Associates, an experienced Bay Area engineering firm, was hired to perform modeling to determine the best solution for the Promenade and completed this work in 2011. Donations were secured to develop construction plans, permits, and specifications for the western and eastern Promenade project improvements. These plans facilitated the successful solicitation of alternative funding for project construction for the western shoreline improvements. Eastern shoreline improvements will cost an additional estimated \$3.5 million and will be undertaken at a later date when funding has been secured.

The project will rebuild failed westerly shoreline protection structures and erosion control, rehabilitate an existing 1,050-foot-long and 13-foot-wide recreational pathway along the San Francisco Bay within the City of San Mateo and create three new launch ramps into the Bay for windsurfers, kite boarders, standup paddle boarders and kayakers. These improvements will protect the adjacent shoreline area from erosion and structural damage and parking area and other park amenities from permanent sea rise or periodic flooding during high tide events.

The County successfully secured two competitive grants for this project. The Department of Boating and Waterways awarded a \$500,000 grant in October 2012, and the National Fish and Wildlife Foundation awarded a \$400,000 Cosco Busan Oil Spill Settlement Recreational Use Grant in January 2013.

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

Approval of this Resolution contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community as execution of the Grant Agreement furthers the number and quality of natural experiences and recreational opportunities for County Park visitors. Each visitor gains a greater appreciation of the natural environment and the need for its preservation.

FISCAL IMPACT:

Acceptance of this grant has no fiscal impact. The balance of the estimated \$1,141,400 engineer's cost estimate will be provided by the California Department of Boating and Waterways (\$500,000) and San Mateo County Parks Foundation (\$241,400).

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND PARKS
OR HIS DESIGNEE TO ACCEPT A NATIONAL FISH AND WILDLIFE FOUNDATION
GRANT FOR THE COYOTE POINT RECREATION AREA PROMENADE WESTERN
SHORELINE IMPROVEMENTS PROJECT IN THE AMOUNT OF \$400,000**

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

WHEREAS, San Mateo County owns and operates the Coyote Point Recreation Area; and

WHEREAS, San Mateo County would like to improve the western shoreline of the Promenade at Coyote Point Recreation Area to meet the needs of park users by providing three new launch ramps into the Bay for windsurfers, kiteboarders, standup paddlers and kayakers and making improvements to the recreational pathway along San Francisco Bay; and

WHEREAS, on Nov. 7, 2007, the cargo vessel Cosco Busan struck a tower of the San Francisco-Oakland Bay Bridge, releasing over 53,000 gallons of bunker fuel, and State and federal natural resource trustee agencies assessed the injuries to wildlife, habitat, and recreational uses, and made a claim for damages; and

WHEREAS, the National Fish and Wildlife Foundation developed a conservation program is to receive and administer funds from settling defendants in the matter of the

United States of America v M/V Cosco Busan, et al., which funds will be used for grants to restore, expand, or enhance recreational opportunities in the San Francisco Bay Area as public compensation for the loss of use and enjoyment of public beaches, parks, and other public or natural resources as a result of the Cosco Busan oil spill; and

WHEREAS, the National Fish and Wildlife Foundation procedures require grantees to certify by resolution the approval to accept a grant and comply with all assurances in the grant agreement; and

WHEREAS, San Mateo County will enter into an agreement with the National Fish and Wildlife Foundation for development of the project; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Director of Public Works and Parks or his designee is hereby authorized to accept a National Fish and Wildlife Foundation grant for the Coyote Point Recreation Area Promenade Western Shoreline Improvements Project in the amount of \$400,000; and

BE IT FURTHER RESOLVED that the Director of Public Works and Parks or his designee is authorized to execute any other documents associated with acceptance of grant funding from the National Fish and Wildlife Foundation in the amount of \$400,000.

* * * * *



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



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

To: Honorable Board of Supervisors

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

Subject: Establishing Two No Parking Zones and a Time Limited No Parking Zone at Various Locations in the County

RECOMMENDATION:

Adopt Resolutions authorizing:

- A) The establishment of No Parking Zones on Ashton Avenue at the southwest corner of Ashton Avenue and Alameda De Las Pulgas in West Menlo Park and on the easterly side of The Alameda near Santiago Avenue in El Granada; and
- B) The establishment of a Time Limited No Parking Zone on the southbound side of Jefferson Avenue generally between Lakeview Way and the County limits north of Emerald Hill Road in Emerald Lake Hills.

BACKGROUND:

The Board has adopted similar resolutions designating No Parking Zone and Time Limited No Parking Zone.

Section 22507 et.al. of the California Vehicle Code provides that local authorities may prohibit or restrict the stopping, parking or standing of vehicles by resolution or ordinance.

Staff received requests from concerned citizens for parking restrictions on Ashton Avenue at the southwest corner of Alameda De Las Pulgas in West Menlo Park, from a resident for a no parking zone on The Alameda at Santiago Avenue in El Granada; and from Roy Cloud School for a time limited no parking zone on the southbound lane of Jefferson Avenue between Lakeview Way and the County limits north of Emerald Hill Road.

DISCUSSION:

Staff evaluated these requests, determined that the recommended parking restrictions would not adversely affect the community, and are recommending the adoption of resolutions by your Board to establish the parking restrictions as described at the identified locations.

Staff investigated each site to determine if additional parking restrictions were warranted. Property owners on adjacent blocks extending a minimum of 300 feet from the proposed parking zone locations were notified of the date and time of the Board's meeting when these items will be considered. The objections and support received to date are summarized in Attachment "A." While there were several objections received relating to time limited parking restriction on Jefferson Avenue, the objections either did not relate to the County's area of jurisdiction or represent an inconvenience during the restricted parking hours. Staff believes this inconvenience is offset by the pedestrian safety enhancements to be provided through the parking restrictions.

The location of parking zones on County maintained streets are currently shown on maps in the Department of Public Works and Parks, and will be made available in list form on the Department's web site. The master lists will be updated to reflect the recommended changes if the Board approves the proposed resolutions.

Approval of these resolutions contributes to the Shared Vision 2025 outcome of a Livable Community by allowing residents, business owners, and schools to help shape the neighborhood parking designations in a way that best fits their collective needs.

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

FISCAL IMPACT:

The cost for staff time involved in evaluating and processing requests for traffic regulations is part of the administrative cost associated with evaluating traffic-related requests involving the County maintained road system, and is financed with Road Funds. The cost of installing signs and painting parking zone markings varies, but averages to approximately \$550 per parking zone. The cost of these signs and markings will be financed with Road Funds. There will be no impact to the General Fund.

Attachment: "A" – Proposed Parking Restrictions and Public Input Summary

Attachment “A” – Proposed Parking Restrictions and Public Input Summary

Item #A-1: Authorizing the establishment of a No Parking Zone on Ashton Avenue at the southwest corner of Alameda De Las Pulgas.

Address	Area	Description	Objections	Support
Southwest corner of Ashton Avenue and Alameda De Las Pulgas	West Menlo Park	Page A2	0	6

Item #A-2: Authorizing the establishment of a No Parking Zone on The Alameda in El Granada.

Address	Area	Description	Objections	Support
Easterly side of The Alameda near Santiago Avenue	El Granada	Page A-3	1	0

Item #B: Authorizing the establishment of a Time Limited No Parking Zone on Jefferson Avenue between Lakeview Way and Emerald Lake Hill Road.

Address	Area	Description	Objections	Support
Jefferson Avenue between Lakeview Way and County limits north of Emerald Hill Road	Emerald Lake Hills	Page A-4	5	0

Description of Proposed Traffic Control Devices by Location

Item A-1: Location: Southwest Corner of Ashton Avenue and Alameda de las Pulgas

Establish a No Parking Zone on Ashton Avenue at the southwest corner of Alameda de las Pulgas.

Discussion:

This intersection experiences significant delay times during peak hours. In particular, when cars are parked at the bulb out location at this intersection there is the potential for vehicles traveling on Ashton Avenue towards the Alameda de las Pulgas to cross the centerline in order to clear the parked car at the corner location. Staff concurs with the requestors that it would be better if vehicles were not allowed to be parked at this location, and therefore recommends removing parking at this location.

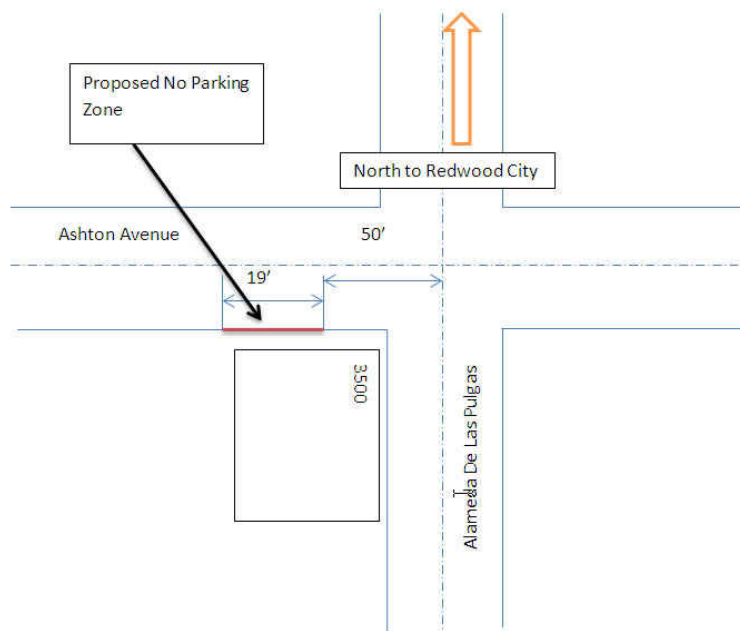
Key Facts:

- Due to the location of the bulb out, adequate width is not available to provide for parking and two lanes at this intersection.
- There were no objections and six letters of support for this item.

Staff Recommendation:

Eliminate one parking space at the location shown below:

Map of Proposed No Parking Zone Location



Item A-2 Location: Easterly of The Alameda near Santiago Avenue

Establish a No Parking Zone along The Alameda at the southeast corner of The Alameda and Santiago Avenue.

Discussion:

The resident at 983 The Alameda requests a no parking zone in front of a location where existing mailboxes are located. The location is not in front of her home.

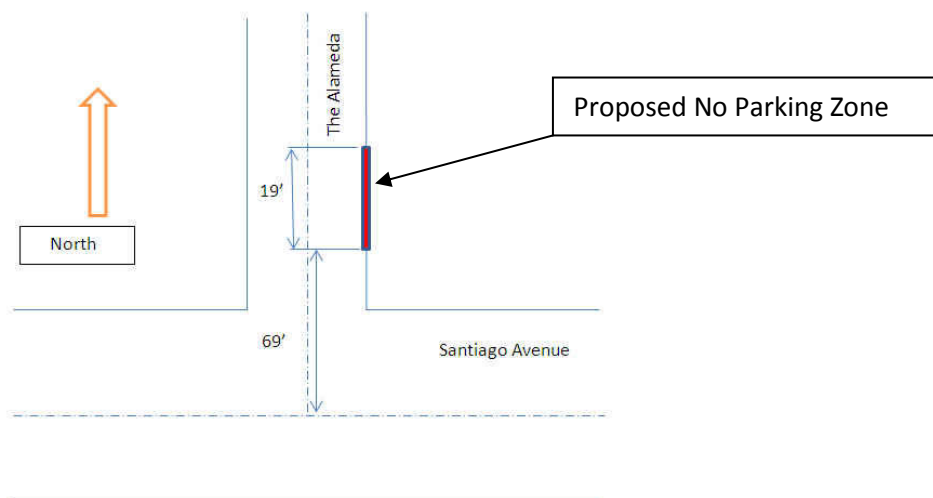
The applicant claims that vehicles parked in front of the mailbox prevent the postal carrier from delivering vital medicines that she needs.

Key Facts:

- Vehicles parked at this location make it difficult for mail delivery. Staff spoke to the mail carrier and has confirmed that the Post Office will not deliver mail to these boxes if there are vehicles blocking them.
- The Sheriff's Department cannot ticket vehicles blocking mailboxes without a County ordinance or resolution making this location a no parking zone.
- There was one objection and no support for this item. The objector suggested the mailbox be moved instead of installing a no parking zone. However, the proposed zone is very close to the intersection and in staff's opinion is not an ideal location for vehicles to park. Staff has determined that this half of the road is a one way street and there is ample parking available on both sides such that removal of one parking space should not have a major impact on the community's parking needs.

Staff Recommendation:

Staff has reviewed the site conditions and has recommended that this section of The Alameda be established a No Parking Zone.



Item B Jefferson Avenue between Lakeview Way and the County limits north of Emerald Hill Road in Emerald Lake Hills

Establish a Time Limited No Parking Zone during the specified hours of 7:00 a.m. to 9:00 a.m. and 2:00 pm to 4:00 p.m. on Monday through Friday along Jefferson Avenue between Lakeview Way and the County limits north of Emerald Lake Hill Road.

Discussion:

Roy Cloud School has requested a Time Limited No Parking zone to minimize the need for students walking to and from school to walk in the roadway where parked vehicles block their access to an existing dirt walking path.

Key Facts:

- Parked vehicles during school pick up and drop off times prevent students from utilizing the walking path that turns into paved sidewalk at the County limit north of Emerald Hill Road
- There were five objections and no expressed support for this item:

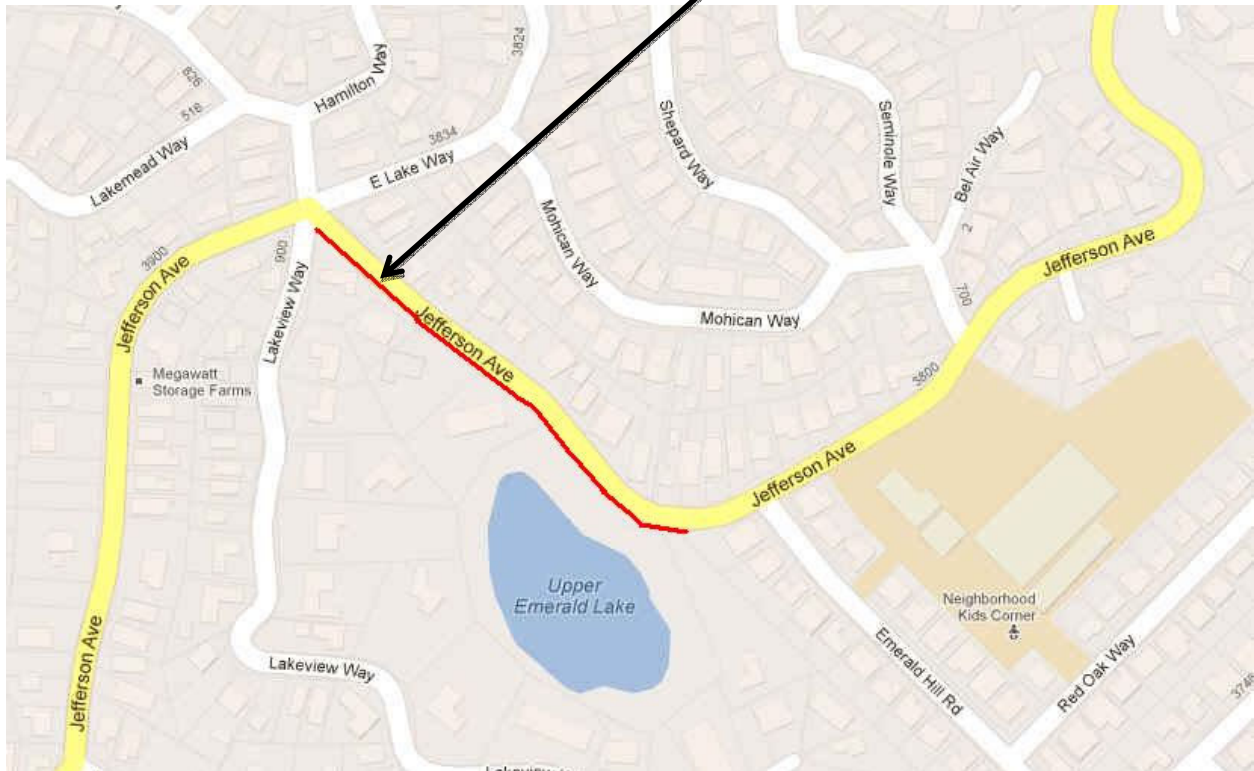
The objections and staff responses are summarized below:

	Comment	Staff Response
1.	A no parking zone would move vehicles to another location, possibly blocking the driveway	The proposed project is part of a larger safe routes to schools program. The school hopes to encourage more walking and less driving to school.
2.	There is more traffic on Emerald Hill Road. Do something there.	Emerald Hill Road is within the jurisdiction of the City of Redwood City. Staff will forward these comments to the City for their consideration.
3.	The resident currently parks his car on this side of the street so that vehicles going northbound on Jefferson will not have to struggle to look around his van.	Staff has reviewed the location of this van and determined that the resident parks on the Redwood City portion which has sidewalks. There is no need to restrict parking on the sidewalk portion of the road.
4.	There are no parking issues for parents of Roy Cloud School	This application was to restrict parking in order to facilitate a safe zone for students walking to school
5.	Same as item #3 above	

Staff Recommendations:

Staff has reviewed the site conditions, and the objections listed above and recommends that this section of Jefferson Avenue be established as a Time Limited No Parking Zone during specified hours of 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m., Monday through Friday in the southbound direction as the no parking restrictions will enhance the safety of students who walk to school and that the stated objections are at most inconveniences that do not offset the value of safety improvements.

Proposed Time Limited No Parking Zone during
specified hours of 7:00 a.m. to 9:00 a.m. and
2:00 p.m. to 4:00 p.m., Monday through Friday



RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A NO PARKING ZONE
AT THE SOUTHWEST CORNER OF ASHTON AVENUE AND ALAMEDA DE LAS
PULGAS IN WEST MENLO PARK AND ON THE EASTERLY SIDE OF THE
ALAMEDA NEAR SANTIAGO AVENUE IN EL GRANADA**

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

WHEREAS, California Vehicle Code Section 22507 et. al. and Section 7.30.010 of the County Ordinance Code allow the Board of Supervisors to establish no parking zones and associated signs and markings; and

WHEREAS, the Director of Public Works and Parks has recommended that a no parking zone be established as noted herein; and

WHEREAS, this Board has reviewed and concurs with the recommendation of the Director of Public Works and Parks.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. A no parking zone be established at the following locations:

- Ashton Avenue (County Road No. 537), West Menlo Park Area.

On the south side of ASHTON AVENUE commencing at approximately 50 feet west of the center line of Alameda De Las Pulgas and extending west

a distance of 19 feet, more or less.

- The Alameda (County Road No.919), El Granada Area

On the easterly side of THE ALAMEDA commencing at approximately 69 feet north of center line of Santiago Avenue and extending northerly a distance of 19 feet, more or less.

* * * * *

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A TIME LIMITED NO
PARKING ZONE ON THE SOUTHBOUND SIDE OF JEFFERSON AVENUE
GENERALLY BETWEEN LAKEVIEW WAY AND THE COUNTY LIMITS NORTH OF
EMERALD HILL ROAD IN EMERALD LAKE HILLS**

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

WHEREAS, California Vehicle Code Section 22507 et. al. and Section 7.32.010 of the County Ordinance Code allow the Board of Supervisors to establish time limited no parking zone and associated signs and markings; and

WHEREAS, the Director of Public Works and Parks has recommended that a time limited no parking zone be established as noted herein; and

WHEREAS, this Board has reviewed and concurs with the recommendation of the Director of Public Works and Parks.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. A time limited no parking zone during specified hours of 7:00 AM – 9:00 AM and 2:00 PM – 4:00 PM Monday- Friday be established at the following location:

- Jefferson Avenue (County Road No. 27B), Redwood City Area.

Along the southbound lane of JEFFERSON AVENUE commencing from

Lakeview Way to the County limits at a point approximately 200 feet north of Emerald Hill Road, more or less.

* * * * *



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



Date: January 29, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Coyote Point Marina Dock 29 Replacement Project (County Project No. P18X1, Project File No. E4886)

RECOMMENDATION:

Adopt a Resolution:

- A) Adopting plans and specifications, including conformance with prevailing wage scale requirements for the Coyote Point Marina Dock 29 Replacement Project; and
- B) Authorizing the Director of Public Works and Parks to call for sealed proposals to be received by Thursday, April 11, 2013 at 2:30 p.m., in the office of the Clerk of the Board of Supervisors.

BACKGROUND:

Coyote Point Marina, which is owned and operated by the County of San Mateo, lies approximately 15 miles south of downtown San Francisco on the San Francisco Bay. The Marina is managed as an Enterprise Fund under the San Mateo County Department of Public Works and Parks. The Marina currently has 541 berths, a Harbormaster's Office, Yacht Club, fuel dock, a three-lane boat ramp, a pump out facility, restrooms and designated recreational areas for public use.

On May 25, 2010, your Board adopted Resolution No. 070788, which accepted a loan from the California Department of Boating and Waterways in the amount of \$2,184,000 for the Coyote Point Marina Dock 29 Replacement Project (Project).

On September 14, 2010, your Board adopted Resolution No. 071038, which authorized the President of your Board to execute an agreement with Blue Water Design to prepare the plans and specifications for the Project and secure all necessary permits for the Project.

DISCUSSION:

Dock 29 was installed in 1976 / 1977 and is located at the most windward side of the Marina adjacent to the main entrance channel subjecting it to significant winds and wave action. Due to the age and condition of Dock 29, it was removed and boats have not been berthed there for two years. Dock 29 previously handled the largest boats with eleven 45-foot long berths and ten 50-foot long berths. Removal of Dock 29 has represented a significant loss of revenue from berth rentals per month

The Project will include construction of a pier supported dock with ten 60-foot long berths and twelve 45-foot long berths. The replacement dock will be located at approximately the same location as the old Dock and has been designed to withstand the anticipated wind, wave, and tidal actions. The Project will include removal of the remaining piles from the old Dock, replacement of the gangway access pier with an Americans with Disabilities Act (ADA) accessible gangway to facilitate access to Docks 27, 28 and 29, and construction of a concrete floating dock system, which will include ADA accessible berths on Dock 29.

The California Department of Boating and Waterways has reviewed and approved the project at various stages of design as a requirement of the loan.

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

Approval of this Resolution contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community as construction of the Coyote Point Marina Dock 29 Replacement Project helps ensure the goal to maintain and expand the recreational opportunities in County Parks.

FISCAL IMPACT:

The total loan amount for this Project is \$2,184,000, which includes funds for planning, environmental permitting, design, construction inspection, and construction. The estimated cost of construction of the Project is \$1,505,000. The loan is drawn from as Project expenses are incurred. Loan payments commence three years after completion of construction and the Coyote Point Marina Operating Fund is capable of making the required anticipated payments of \$132,792 annually. Upon completion of the Project, revenue will be generated from the Dock 29 berths, which has not been received since the old Dock was taken out of service. Revenue amounts will depend upon the number of boats berthed at the new Dock, up to a maximum of \$125,760 annually at full occupancy based on current rates.

There is no impact to the General Fund.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION:

A) ADOPTING THE PLANS AND SPECIFICATIONS, INCLUDING CONFORMANCE WITH PREVAILING WAGE SCALE REQUIREMENTS FOR THE COYOTE POINT MARINA DOCK 29 REPLACEMENT PROJECT; AND
B) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND PARKS TO CALL FOR SEALED PROPOSALS TO BE RECEIVED BY THURSDAY, APRIL 11, 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, this Board of Supervisors did, on May 25, 2010, adopt Resolution No. 070788, which accepted a California Department of Boating and Waterways loan in the total amount of \$2,184,000 for the Coyote Point Marina Dock 29 Replacement Project (Project); and

WHEREAS, this Board of Supervisors did, on September 14, 2010, adopt Resolution No. 071038, which authorized the President of the Board of Supervisors to execute an agreement with Blue Water Design to prepare the plans and specifications for the Project and secure all necessary permits for the Project; and

WHEREAS, plans and specifications, dated March 8, 2013, have been prepared and approved by the Director of Public Works and Parks for the Project, and said plans and specifications have been filed in the office of the Director of Public Works and Parks (the "plans and specifications"); and

WHEREAS, the plans and specifications require that the contractors performing the work pay not less than the general prevailing wages, as established by the Department of Industrial Relations, in the locality in which said work is to be performed for each type of workman needed to execute the contract.

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

1. The plans and specifications, dated March 8, 2013, for the aforesaid project, 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 plans and specifications to be adhered to in letting and performing the work under a contract for the improvements described therein.
2. Said specifications require that the contractors performing the work pay not less than the general prevailing wages, as established by the Department of Industrial Relations, in the locality in which said work is to be performed for each type of workman needed to execute the contract.
3. The Department of Public Works and Parks is authorized and directed to issue a call for sealed proposals and to set the bid opening date and time on or before 2:30 p.m., Thursday, April 11, 2013, in the office of the Clerk of the Board of Supervisors in the Hall of Justice, Redwood City, California. Said bids will be received by the Clerk of the Board of Supervisors and then transmitted to the County Manager's Office in said Hall of Justice and be publicly opened and declared.

4. The Director of Public Works and Parks is authorized to extend the call for bids and bid opening up to sixty (60) calendar days beyond the time and date originally set forth by the Board of Supervisors.
5. The Department of Public Works and Parks is further directed to cause the Notice inviting sealed bids to be published for four (4) 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 and Parks.

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



Date: February 8, 2013
Board Meeting Date: March 12, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Greg Munks, Sheriff

Subject: Approve an Appropriation Transfer Request for the Message Switch

RECOMMENDATION:

Approve an Appropriation Transfer Request in the amount of \$150,000 from Message Switch Reserves to Fixed Assets to fund the replacement of routers used by Lawnet to provide secure interoperable network communications to County law enforcement agencies (4/5ths vote required).

BACKGROUND:

The San Mateo County Message Switch System (MSS) presently serves over 30 user agencies, including County criminal justice departments, city police departments, and state, federal, and specialized law enforcement bodies. The MSS is a specialized computer and communications network that electronically moves "messages" (inquiries, responses, and information bulletins) to and from major criminal justice and related law enforcement databases maintained by San Mateo County; other counties; the State of California; the State of Oregon; and federal law enforcement agencies. Among the primary databases accessed are the California Law Enforcement Telecommunications System (CLETS); State Department of Motor Vehicles records; San Mateo County's CJIS System; FBI records; the AWS System maintained by Alameda County; the National Crime Information Center (NCIC); Federal and State Absent Parent Locator services; the Probation/Parole Supervised Release File database; and a variety of other databases.

A secured law enforcement intranet, called LawNet, serves as the transmission network for the Message Switch. It connects all the County police departments and the Sheriff's Office in a peer-to-peer, Wide Area Network (WAN) permitting TCP/IP message traffic to flow among agencies. Lawnet provides secure interoperable network communications to law enforcement agencies within San Mateo County, and supports multiple law enforcement mission critical systems throughout San Mateo County.

including Livescan, Mugshots, Message Switch, Mobile Data Terminals, and RIMS installations.

DISCUSSION:

The current core network routers were purchased in 1999 when Lawnet was originally constructed. The current routers are past end of life and no longer have maintenance agreements. Replacement of the core equipment is critical to ensure high availability and functionality for law enforcement customers.

The costs of operating the Message Switch are shared among all participants based on actual usage. The Message Switch fund has built reserves in order to replace Message Switch hardware and operating software. The accumulated reserves balance was funded through user agency contributions. Although the contribution for equipment replacement is budgeted annually, the actual purchase of this newly identified replacement was not included in the FY 2012-13 budget. An Appropriation Transfer Request is needed in order to replace the core network routers used by Lawnet.

This ATR contributes to the Shared Vision 2025 for a Healthy Community by ensuring that equipment is updated to ensure high availability and functionality for law enforcement customers.

PERFORMANCE MEASURE:

Measure	Calendar Year 2010	Calendar Year 2011
Number of input messages transmitted across the MSS system	15,087,085	14,567,821

FISCAL IMPACT:

There is no Net County Cost. Message Switch Departmental Reserves will be used to fund the replacement of the network routers.

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.
ATR 13 - 018

DEPARTMENT INFORMATION SERVICES DEPARTMENT

DATE
FEBRUARY 19, 2013

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

	C O D E S		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	19410	8612	\$150,000/00	MESSAGE SWITCH / DEPARTMENTAL RESERVES
To	19410	7311	\$150,000/00	MESSAGE SWITCH / FIXED ASSETS - EQUIPMENT

Justification. (Attach Memo if Necessary)

TO FUND REPLACEMENT OF MESSAGE SWITCH EQUIPMENT THAT HAS REACHED END OF LIFE.

DEPARTMENT HEAD

BY: [Signature]

DATE
2/19/13

2. ☐ Board Action Required

☒ Four-Fifths Vote Required

☐ Board Action Not Required

Remarks:

COUNTY CONTROLLER

BY: [Signature]

DATE
2/19/13

3. ☐ Approve as Requested

☐ Approve as Revised

☐ Disapprove

Remarks:

COUNTY MANAGER

BY: [Signature]

DATE
2-21-13

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

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

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

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

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

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

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

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

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: _____

Supervisors: _____

Absent
Supervisors: _____

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

Clerk of Said Board

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

ATR/AER Form

Controller's ATR Number ATR 13-018

Department: Message Switch

Division:

Type of Transaction:

ATR

AER

Status of Transaction:

One-Time

On-Going

Title: To fund replacement of Message Switch equipment that has reached end of life.

Justification: To transfer funds for scheduled replacement hardware for the Message Switch. Existing equipment has reached end of life.

TO BP : 19410

Total: \$150,000.00

From BP: 19410

Total: \$150,000.00

NET COUNTY COST

\$0.00

<u>From/To</u>	<u>Sub object</u>	<u>Account Description</u>	<u>Transfer Amount</u>
From:			
19410	8612	Departmental Reserves	\$150,000.00
Total			\$150,000.00
To:			
19410	7311	Fixed Assets - Equipment	\$150,000.00
Total			\$150,000.00

Appropriation Totals 0.00

Revenue Totals 0.00

Net County Cost 0.00