

AGENDA

Board Members

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

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

County Counsel
John C. Beiers

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

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

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

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

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

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

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

PRESENTATIONS AND AWARDS

1. Presentation honoring Supervisor Carole Groom upon receiving the California Parks and Recreation Society's Champion of the Community Award (Supervisor Don Horsley)
2. Presentation of commendations honoring the dental professionals who participated in the 2013 Give Kids a Smile Day (Supervisor Dave Pine)
3. Recognition of rapid response for disaster avoidance at the San Mateo Medical Center (Supervisor Adrienne Tissier)

MATTERS SET FOR SPECIFIED TIME

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

4. 9:00 a.m.

Acting as the Governing Board of County Service Area No. 7 (La Honda area) and after conducting the public hearing adopt:

- A) An Ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7, previously introduced on January 29, 2013 and waiver of reading the Ordinance in its entirety; and
- B) A Resolution authorizing the imposition of water service rates and meter service charges
 - 1) Report and recommendation
 - 2) Close hearing
 - 3) Adopt ordinance
 - 4) Adopt resolution

5. 9:15 a.m.

Acting as the Governing Board of Commissioners of the Housing Authority of the County of San Mateo, conduct a public hearing to consider adopting Resolution 2013-02 approving the Housing Authority of the County of San Mateo FY2014 Moving to Work Annual Plan

- 1) Report and recommendation
- 2) Close hearing
- 3) Adopt resolution

REGULAR AGENDA

PROBATION

6. Director's Report

SHERIFF'S OFFICE

7. Director's Report

COUNTY MANAGER

8. Accept Measure A Plan

BOARD OF SUPERVISORS

9. Board Members' Reports

CONSENT AGENDA

All items on the consent agenda are approved by one action 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 March 12, 2013

BOARD OF SUPERVISORS

11. Ratification of a resolution honoring David Lea upon being named Farmer of the Year by the San Mateo County Farm Bureau for 2012 (Supervisor Don Horsley)
12. Ratification of a resolution honoring Ed Lea upon being named Farmer of the Year by the San Mateo County Farm Bureau for 2012 (Supervisor Don Horsley)

COUNTY COUNSEL

13. Resolution authorizing the Burlingame School District to issue and sell Series A Bonds, through a negotiated sale, in an amount not to exceed \$30,000,000, without further action of the County

COUNTY MANAGER

14. Resolution authorizing and agreeing to exchange of property tax between the County of San Mateo and the City of San Carlos for the proposed annexation of 60 and 68 Loma Road
15. Approve the revised Board of Supervisors' meeting schedule for calendar year 2013

GOVERNING BOARDS

16. Acting as the Governing Board of Commissioners of the Housing Authority of the County of San Mateo, adopt Resolution 2013-01 authorizing the write-off of accounts receivable from former tenants totaling \$300,383.80 that has been deemed to be uncollectable

HEALTH SYSTEM

17. Resolution authorizing an agreement with Raja Balupari doing business as Adroit Technologies, Inc. for the provision of technical support services for Behavioral Health Services and Recovery Services for the term of April 1, 2013 through June 30, 2014, in an amount not to exceed \$201,200
18. Resolution authorizing an agreement with J.S. Hackley Architectural Signage, Inc. for signage fabrication and construction for the term of March 1, 2013 through February 28, 2014, in an amount not to exceed \$160,000
19. Resolution accepting a grant from Sequoia Healthcare District in the amount of \$2,000,000 for FY 2012-13 to assist with the cost of providing care to the uninsured / medically indigent residents of the Sequoia Healthcare District who seek care at San Mateo Medical Center's Fair Oaks Clinics
20. Adoption of an ordinance amending the Master Salary Ordinance, previously introduced on March 12, 2013 and waiver of reading the ordinance in its entirety
21. Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety

HOUSING

22. Resolution authorizing the Director of the Department of Housing to execute an agreement with MP The Farm to provide funding for the Woodlands-Newell Apartments acquisition-rehabilitation project for the term of March 26, 2013 through March 25, 2017, in an amount not to exceed \$2,653,755

HUMAN RESOURCES

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

PLANNING AND BUILDING

24. A) Resolution authorizing an agreement with Analytical Environmental Services to prepare Draft and Final Environmental Impact Reports for the Ascension Heights Subdivision for the term of April 15, 2013 through April 15, 2014, in an amount not to exceed \$113,075; and

- B) Resolution authorizing a transfer in the amount of \$113,075 from unanticipated revenue to Contract Services (4/5ths vote required)

PUBLIC WORKS

25. Resolution authorizing a maintenance agreement with the City of San Mateo for Airport Boulevard between Peninsula Avenue and Lang Road

SHERIFF

26. Resolution authorizing an agreement with the City of Vallejo for forensic services provided by the Sheriff's Office Forensic Laboratory for the term of July 1, 2012 through June 30, 2015, in a reimbursement amount not to exceed \$248,358

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 Los Angeles, et al v. Ana Matosantos, et al.
Court of Appeal, Third District, Case No. C065390

B) Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9
One case

- C) Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9
One case

D) Labor Negotiations

Agency designated representative: Kelly Tuffo
Employee Organizations: San Mateo County Council of Engineers (SMCCE) and Union of American Physicians and Dentists (UAPD)

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

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the

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



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



Date: February 19, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: Complied with Required
Notification
Vote Required: Majority

To: Honorable Board of Supervisors
From: James C. Porter, Director of Public Works and Parks
Subject: **Executive Summary** – Water Rates and Charges for County Service Area No. 7, La Honda Area

RECOMMENDATION:

Acting as the Governing Board of County Service Area No. 7 and after conducting the public hearing adopt:

- A) An Ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7, previously introduced on January 29, 2013 and waiver of reading the Ordinance in its entirety; and
- B) A Resolution authorizing the imposition of water service rates and meter service charges.

BACKGROUND:

On June 24, 1997, your Board adopted Ordinance No. 03781 adopting the water regulations and rates for CSA 7 and establishing a CSA 7 Customer Advisory Committee (Committee) to be an advisory group to the Director of Public Works. On June 1, 1999, your Board adopted Ordinance No. 03909 adopting the current water rates and charges for CSA 7.

On January 29, 2013, your Board adopted Resolution No. 072349, which set 9:00 a.m. on March 26, 2013, in your Chambers as the time and place for a public hearing to consider the water rates for FYs 2012-13 through 2014-15 for CSA 7.

The process to be followed in adopting the water service rates includes:

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

2. After considering all written and oral objections to the water rates and meter service charges for CSA 7, close the public hearing and determine if there is a majority protest to the proposed water rates and meter service charges.
3. If there is a majority protest, terminate your consideration of imposing the water rate and meter service charge increases.
4. If there is not a successful majority protest, adopt the ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7.
5. Adopt the Resolution authorizing the imposition of water service rates and meter service charges for FYs 2012-13 through 2014-15 beginning with the June billings for each fiscal year (June 2013, 2014, and 2015).

DISCUSSION:

The January 29, 2013 Board Report explained the need for water rates and meter service charges to be increased. After the Board meeting on January 29, 2013, the Department sent a letter, which complied with Article XIIC and XIID of the State Constitution (Proposition 218), to property owners and customers with the proposed rates and information about the time and place of the public hearing, and explained a mechanism for rejecting the proposed rates via a “majority protest”.

At the time this report was prepared, the Department had not received any written protests to the proposed water rates and meter service charges. We will report to your Board on any written protests that are received up to and including the date of the public hearing.

The Department is recommending that the proposed rates be approved and be evaluated annually to determine their adequacy. Staff will continue to work with the Committee to evaluate the financial condition of CSA 7 and develop long-term rates that will be acceptable to the ratepayers while adequately meeting the financial obligations of CSA 7.

County Counsel has reviewed and approved an Ordinance and Resolution as to form, and we will provide an alternate form of resolution if there is a majority protest in CSA 7.

Your Board’s adoption of the water rates and meter service charges contributes to the Shared Vision 2025 outcome of a Healthy Community by providing revenue to CSA 7 and allowing for uninterrupted potable water service to CSA 7 customers.

FISCAL IMPACT:

There is no direct impact to the General Fund. Other associated CSA 7 charges are described in the Ordinance.



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



Date: February 19, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: Complied with Required
Notification
Vote Required: Majority

To: Honorable Board of Supervisors

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

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

RECOMMENDATION:

Acting as the Governing Board of County Service Area No. 7 and after conducting the public hearing adopt:

- A) An Ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7, previously introduced on January 29, 2013 and waiver of reading the Ordinance in its entirety; and
- B) A Resolution authorizing the imposition of water service rates and meter service charges.

BACKGROUND:

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

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

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

On January 29, 2013, your Board adopted Resolution No. 072349, which set 9:00 a.m. on March 26, 2013, in your Chambers as the time and place for a public hearing to consider the water rates for FYs 2012-13 through 2014-15 for CSA 7, and directed the Director of Public Works to send the necessary notices for said hearing.

The process to be followed in adopting the water service rates includes:

1. Hold a public hearing and receive testimony on the water rate and meter service charge increases for CSA 7.
2. After considering all written and oral objections to the water rates and meter service charges for CSA 7, close the public hearing and determine if there is a majority protest to the proposed water rates and meter service charges.
3. If there is a majority protest, terminate your consideration of imposing the water rate and meter service charge increases.
4. If there is not a successful majority protest, adopt the ordinance amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7
5. Adopt the Resolution authorizing the imposition of water service rates and meter service charges for FYs 2012-13 through 2014-15 beginning with the June billings for each fiscal year (June 2013, 2014, and 2015).

DISCUSSION:

CSA 7 provides quality drinking water in compliance with State and Federal Regulations to approximately 70 customers in the La Honda community. The Department provides staff to CSA 7 to perform routine operation and maintenance, 24-hour emergency response, billing and other administrative services, as well as, the purchase and installation of necessary equipment upgrades. The revenue to provide these services to CSA 7 customers is generated by water rates and meter service charges.

The January 29, 2013 Board Report (copy attached) explained the need for the water rates and meter service charges to be increased. Notices were sent to CSA 7 property owners and customers (approximately 128 mailing addresses), informing them of the proposed rate increases, the reason for the increases, and the time, place, and date when your Board would consider the proposed rates and charges. The purpose of the

public hearing is to allow your Board to hear and consider any objections and written protests of the proposed water rates and meter service charges.

Public Input Process

Department staff conducted meetings with the Committee to discuss proposed rates and revenue requirements to adequately support CSA 7 operations. The Department has also sent letters to all property owners and customers in CSA 7, provided information relative to the proposed water service rates, held a community meeting to discuss proposed rates, and sought their input regarding the proposed rates. No other viable alternatives were received as a result of the community meeting.

After the Board meeting on January 29, 2013, the Department sent a letter which provided property owners and customers with the proposed rates and information about the time and place of the public hearing. This notice complied with Article XIII C and XIII D of the State Constitution (Proposition 218) by individually noticing each property owner and customer of record of the proposed water service increase and a mechanism for rejecting the proposed rates via a “majority protest” at the public hearing.

At the time this report was prepared, the Department had not received any written protests to the proposed water rates and meter service charges. We will report to your Board on any written protests that are received up to and including the date of the public hearing.

Alternates to Consider

After the close of the hearing, if there is not a majority protest, your Board can adopt the proposed water rates and meter service charges or reduce the water rates and meter service charges as you may determine appropriate. However, reducing the proposed rates would require identifying a source of funding, such as a loan, to support CSA 7 operations as the rates would not be sufficient to adequately support CSA 7 expenditures. Additional impacts to CSA 7 could include reduced maintenance; deferred capital improvements; or CSA 7 not meeting State and Federal water quality requirements that could result in possible fines against CSA 7.

The Department is recommending that the proposed rates be approved and be evaluated annually to determine their adequacy. Staff will continue to work with the Committee to evaluate the financial condition of CSA 7 and develop long-term rates that will be acceptable to the ratepayers while adequately meeting the financial obligations of CSA 7.

County Counsel has reviewed and approved an Ordinance and Resolution as to form, and we will provide an alternate form of resolution if there is a majority protest in CSA 7.

Your Board’s adoption of the water rates and meter service charges contributes to the Shared Vision 2025 outcome of a Healthy Community by providing revenue to CSA 7 and allowing for uninterrupted potable water service to CSA 7 customers.

FISCAL IMPACT:

The following are the current and proposed water service rates for CSA7:

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

Other associated CSA 7 charges are described in the Ordinance.

There is no direct impact to the General Fund.

Attachment: January 29, 2013 Board Report

ORDINANCE NO. _____

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

* * * * *

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

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

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

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

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

(2) Facilities Buy-in Charge.

Service Size	Charge
All Meter Sizes	\$3,100.00

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

(3) Account Set-up Fee.

Meter Size	Charge
All Meter Sizes	\$75.00

(5) Flat Monthly Service Charge.

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

Rates for each fiscal year effective with June billings

(6) Water Charge.

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

Rates for each fiscal year effective with June billings

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

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

(8) Miscellaneous Fees.

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

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

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

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RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING THE IMPOSITION OF WATER RATES AND METER
SERVICE CHARGES FOR COUNTY SERVICE AREA NO. 7

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

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

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

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

WHEREAS, on January 29, 2013, the Board of Supervisors adopted Resolution No. 072349 which set March 26, 2013, at 9:00 a.m. as the fixed time and place of a public hearing on the water rates and meter service charges and directed the Director of Public Works and Parks to publish a notice of the public hearing in a newspaper of general circulation in County Service Area No. 7 and send a written notice of the

proposed water rates to the record account holders and each property owner within County Service Area No.7; and

WHEREAS, the Director of Public Works and Parks has had said notice of the time and place of a public hearing published once a week for two successive weeks prior to the date of said hearing in a local newspaper of circulation in County Service Area No. 7; and

WHEREAS, this Board adopted the following water service rates for County Service Area No. 7:

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

; and

WHEREAS, a public hearing as required by Sections 25215, et seq., of the California Government Code was duly held on March 26, 2013, at 9:00 a.m. in the Board of Supervisors' Chambers; and

WHEREAS, the Board has heard and considered all protests and objections to said water rates and meter service charges at said public hearing, has determined that a majority protest does not exist, and has determined that the water rates and meter service charges should be adopted for FYs 2012-13 through 2014-15 beginning with the June billings for each fiscal year (June 2013, 2014, and 2015).

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

The Board does hereby adopt the water rates and meter service charges imposed for County Service Area No. 7 for FYs 2012-13 through 2014-15 beginning with the June billings for each fiscal year (June 2013, 2014, and 2015) to be computed on the basis of the provisions of Chapter 4.104 of the San Mateo County Ordinance code.

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COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Housing



Date: March 5, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: Public Hearing
Vote Required: Majority

To: Honorable Board of Supervisors (Sitting as the Board of Commissioners of the Housing Authority)

From: Duane Bay, Director, Department of Housing
William Lowell, Executive Director, Housing Authority

Subject: Housing Authority of the County of San Mateo FY2014 Moving to Work Annual Plan

RECOMMENDATION:

Acting as the Governing Board of Commissioners of the Housing Authority of the County of San Mateo, conduct a public hearing to consider adopting Resolution 2013-02 approving the Housing Authority of the County of San Mateo FY2014 Moving to Work Annual Plan.

BACKGROUND:

Moving to Work (MTW) is a demonstration program that offers participating housing authorities the opportunity to design and test innovative, locally designed housing and self-sufficiency strategies for low-income families by allowing exemptions from certain housing regulations. On April 8, 2008, the Board approved the Housing Authority of the County of San Mateo (HACSM) 10-year MTW Amended and Restated Agreement with the U.S. Department of Housing and Urban Development (HUD), authorizing its participation in the program.

Since 2008, HACSM has implemented activities to increase administrative efficiencies, encourage self-sufficiency, and increase housing choice.

As part of its participation in the MTW program, HUD requires housing authorities to submit an MTW Annual Plan by April 15 of each year. The MTW Annual Plan process requires obtaining input from the public and approval from the Board of Commissioners and HUD.

The MTW Annual Plan for fiscal year ending June 30, 2014 (FY2014) includes information related to proposed and ongoing activities, as well as long term goals and strategies for the agency.

DISCUSSION:

The FY2014 MTW Annual Plan covers the period of July 1, 2013, through June 30, 2014. The MTW Annual Plan was completed in accordance with all HUD regulations and requirements, including that all documents are made available to the public for review for a prescribed period of time prior to adoption by the governing board. A public hearing was advertised in local newspapers and online at the department's website; the public hearing was held on March 5, 2013, to receive comments. A copy of the proposed MTW Annual Plan was posted on the internet before the public hearing was held. No public comments were received. Activities within the MTW Annual Plan were shared with HUD-MTW staff from San Francisco and Washington D.C. on February 14, 2013.

In the FY2014 MTW Annual Plan, HACSM is proposing three activities. Two of the activities, "Modify EIV Income Report Review Schedule" and "Revise Child Care Expense Deduction", are designed primarily to increase administrative efficiencies in program operations. The third activity, "Expand MTW Self-Sufficiency Program", is substantial and is focused on HACSM's long term goal of utilizing its limited voucher resources more effectively. The activity will increase the amount of Section 8 vouchers that have a five-year time limit from 300 to 800 vouchers. At the same time, HACSM will expand its case management requirements and self-sufficiency service offerings for clients with time-limited vouchers. HACSM will also conduct in depth outcome research on the initiative, most likely in partnership with a university.

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

Approval of this Resolution contributes to the Shared Vision 2025 outcome of a Livable Community by enabling HACSM to provide housing subsidy to low and very low income households while reducing its administrative burden by modifying stringent rules and regulations.

FISCAL IMPACT:

There is no Net County Cost associated with this action. All funds required to operate the program are provided by HUD.

RESOLUTION NO. 2013-02

**BOARD OF SUPERVISORS ACTING AS THE GOVERNING BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN
MATEO, STATE OF CALIFORNIA**

* * * * *

**RESOLUTION 2013-02 APPROVING THE HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO FY2014 MOVING TO WORK ANNUAL PLAN**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, acting as the governing Board of Commissioners of the Housing Authority of the County of San Mateo (HACSM) that

WHEREAS, Moving to Work (MTW) is a demonstration program that offers participating housing authorities the opportunity to design and test innovative, locally designed housing and self-sufficiency strategies for low-income families by allowing exemptions from certain housing regulations; and

WHEREAS, on April 8, 2008, the Board approved HACSM's 10-year MTW Amended and Restated Agreement with the U.S. Department of Housing and Urban Development (HUD) authorizing its participation in the program; and

WHEREAS, since its participation in the MTW program, HACSM has implemented activities to increase administrative efficiencies, encourage self-sufficiency, and increase housing choice; and

WHEREAS, the FY2014 MTW Annual Plan covers the period of July 1, 2013 through June 30, 2014 and the MTW Annual Plan was completed in accordance with all HUD regulations and requirements including that all documents are made available to

the public for review and comment for a prescribed period of time prior to adoption by the governing board; and

WHEREAS, HACSM is proposing three new activities in the MTW Annual Plan. Two of the activities, “Modify EIV Income Report Review Schedule” and “Revise Child Care Expense Deduction”, are designed primarily to increase administrative efficiencies in program operations. The third activity, “Expand MTW Self-Sufficiency Program”, is substantial and is focused on HACSM’s long term goal of utilizing its limited voucher resources more effectively by increasing the amount of Section 8 vouchers that have a five-year time limit from 300 to 800 vouchers. At the same time, HACSM will expand its case management requirements and self-sufficiency service offerings for clients with time-limited vouchers; and

WHEREAS, there has been presented to the Board of Commissioners for tis consideration and acceptance the MTW Annual Plan reference to which is hereby made for further particulars, and the Board of Commissioners has examined and approved the same as to form and content.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Commissioners of the Housing Authority approve said FY2014 Moving To Work Annual Plan; and authorize the Executive Director of the Housing Authority to execute any documents required by the U.S. Department of Housing and Urban Development to certify the Moving To Work Annual Plan.

* * * * *

**San Mateo County Board of Supervisors
(Sitting as the Board of Commissioners for the Housing Authority)**

Don Horsley, President
Dave Pine, Vice President
Carole Groom
Adrienne Tissier
Warren Slocum

Department of Housing/Housing Authority

Duane Bay, Director, Department of Housing
William Lowell, Executive Director, Housing Authority

**MTW Annual Plan contribution
and preparation by:**

Debbie McIntyre, Administrative Services Manager
Cindy Chan, Rental Programs Manager
Barbara Leff, Financial Services Manager

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Appendix One: MTW Standard Agreement, including amended Attachment A and Attachment D

Appendix Two: Documentation of the Public Review Process (to be included with the final MTW Plan submission)

Appendix Three: Board Resolution adopting MTW Annual Plan and HACSM's Certification of Compliance (to be included with the final MTW Plan submission)

Appendix Four: HACSM Hardship Policy for MTW Initiatives

Appendix Five: HUD 50071 (to be included with the final MTW Plan submission)

SECTION I – Introduction

Overview of the Agency’s ongoing MTW goals and objectives

The Housing Authority of the County of San Mateo (HACSM) is committed to increasing affordable housing choices for families, promoting the self-sufficiency of program participants, and developing administrative efficiencies. The flexibilities of the MTW program have allowed HACSM to collaborate with many community stakeholders to further support the residents of San Mateo County through program re-design and innovation.

Increasing Affordable Housing Choices – In 2011 HACSM received approval to remove Midway Village from Public Housing status. At the same time, replacement vouchers were issued to all residents so that they could choose to remain in their current unit at Midway or they could choose to move elsewhere using their voucher. This transition to project-based vouchers has now been successfully completed. Also, HACSM used its “block-grant” funding status to create two new rental subsidy programs, Provider-Based Assistance or PBA, for victims of domestic violence (15 units) and for persons re-entering society after a period of incarceration and who are receiving addiction treatment and other supportive services (16 units). Both programs are well on their way to full utilization and an expansion of the program is under development. Finally, HACSM has implemented a number of rent reform initiatives that enable families to look for a broader range of rental units located over a wider geographic area.

Promoting Self-Sufficiency – Implementing this goal has resulted in families utilizing the program for homeownership, increasing their income potential through education and employment advancement, and personal growth and increased financial understanding. HACSM has expanded the self-sufficiency program to include a provision of monetary rewards for participants who complete educational goals as well as increase their credit scores and savings, all of which are acknowledged to be challenging areas for someone striving to be self-sufficient.

Increasing self-sufficiency was also a main goal in the creation of HACSM’s Housing Readiness Program. In collaboration with stakeholders from the County’s “Ten-Year Plan to End Homelessness,” HACSM entered into contracts with homeless advocates and shelter providers to complement their case management services with housing assistance for a period of three years.

Developing Administrative Efficiencies – HACSM has re-designed the processes for both initial and on-going eligibility determinations, easing the burden on both participants and Housing Authority staff and increasing the timeliness of the process. Recertifications for households that are elderly or disabled have been changed to biennial schedules. HACSM has also moved to a biennial schedule for inspections of all subsidized units, with the provision that all units at all times must continue to meet HUD Housing Quality Standards. HACSM is in the fourth year of a major rent-reform program known as TST (Tiered Subsidy Table) which greatly simplifies the calculation of rental subsidies and gives participants immediate knowledge of the amount of subsidy for which they are eligible.

Describe the Agency's long-term vision for the direction of its MTW program, extending through the duration of the MTW Agreement.

HACSM's ability to combine resources, through the funding fungibility of the MTW block grant, removes financial barriers and gives HACSM the freedom to better address local program priorities and the community needs in San Mateo County.

The following are focus areas for future initiatives:

Serve More Families

The number of households that qualify for rental assistance in San Mateo County far exceeds the number of vouchers available. In July 2008, when HACSM opened its Housing Choice Voucher program waiting list, over 23,000 families applied. By lottery, 3,600 households were selected for the waiting list, the number that HACSM can reasonably expect to serve over three to four years. Because the vouchers allocated to HACSM are fully utilized, only 16 vouchers (approximately) per month become available, due solely to average turn-over created by families who leave the program.

Over the past year, HACSM researched and developed a strategic plan for using its voucher resources in ways that meet specific goals over the next five years. Three broad goal areas were developed: serving residents most in need, facilitating residents' self-sufficiency, and building sustainable system capacity. Specifically, the plan calls for increased PBA partners, increased creation of new affordable units using project-based vouchers, and expansion of the 5-year self-sufficiency program from its current 300 vouchers to 800 vouchers.

In order to increase the self-sufficiency program and to serve more families in San Mateo County with more services, HACSM is proposing to institute a five-year time-limit to the housing subsidy for all new applicant households that are not designated senior or disabled households up to 800 vouchers. Program participants will participate in a greatly expanded and enriched self-sufficiency program. The proposed initiative includes a comprehensive hardship policy for elderly and/or disabled persons as well as for self-sufficiency participants who need some additional time to achieve their goals.

Expand Community Partnerships and Commitments with Support Service Providers

Prior to the implementation of the initiative (Serve More Families) stated above, HACSM will develop strong program partnerships with a variety of educational institutions, work force development providers, and county and community health and social service providers.

Electronic Content Management

HACSM is converting to an electronic content management system that will not only eliminate most paper from our operation, but will also enable the agency to implement automated work-flow processes that will amplify experiences already achieved through MTW reforms. The technology platform will also enable clients to accomplish many of their housing program needs on-line if they choose.

Expand Affordable Housing Partnerships and Project-Based Programs

HACSM will use its MTW flexibility to assist in the development of new or rehabilitated affordable housing by strategically project-basing HCV vouchers as a key financial component. Project-Based Vouchers' contractual obligation for long-term unit availability is also important in our perennially tight housing market.

Half Moon Village Redevelopment

As a result of MTW single-fund flexibilities, HACSM has been able to begin construction of a new 160-unit affordable senior housing complex in Half Moon Bay. This project replaces 60 units of obsolete senior housing units as part of a major new “senior campus” that will include a senior center and an adult day health center. HACSM has invested \$4 million through a long-term loan thereby leveraging an additional \$61 million in funding.

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SECTION II – General Housing Authority Operating Information

A. Housing Stock Information

1. Number of public housing units planned:

Table 1		
Development	Type	Number of Units
El Camino Village	Family	30

2. General description of any planned significant capital expenditures by development

HACSM does not have any planned significant capital expenditures for its public housing development.

3. New public housing units to be added during the year:

HACSM is not planning to add new public housing units during the year.

4. Public Housing units to be removed from the inventory during the year:

HACSM plans to either reapply to HUD to dispose El Camino Village, Development Number CA014000004 or utilize the new RAD conversion program. If approved, all 30 units of El Camino Village will be converted to project-based voucher units in accordance with previous MTW plans.

5. Rental Assistance Programs

HACSM currently serves over 4600 households under the Housing Choice Voucher, Moderate Rehabilitation, Family Unification, VASH, Shelter Plus Care, and Supportive Housing Programs. The table below lists the number of allocated units under each program.

Table 2	
Program	Units Authorized in HACSM'S ACC
Housing Choice Voucher (MTW)	4172
Family Unification (non-MTW)**	40
VASH (non-MTW)**	75
Moderate Rehabilitation (non-MTW)	130
Shelter Plus Care (non-MTW)	163
Supportive Housing (non-MTW)	34

** Non-MTW voucher program administered with some MTW flexibilities

6. Housing Choice Voucher Units to be Project-Based:

Of the 4,172 Housing Choice Vouchers, 650 are project-based.

Listed below are HACSM's current project-based properties:

Table 3		
Property Name	City	Total Units
Delaware Pacific	San Mateo	30
636 El Camino	South San Francisco	47
Coastside Senior Housing	Half Moon Bay	39
Delaware Place	San Mateo	16
Edgewater Isle	San Mateo	91
Half Moon Village	Half Moon Bay	60
Hillside Terrace	Daly City	16
Hilton Street	Redwood City	6
Magnolia Plaza	South San Francisco	48
Midway Village	Daly City	150
Newell Housing	East Palo Alto	10
Pacific Oak Associates	Pacifica	50
Pine Street	Redwood City	6
Redwood Oaks	Redwood City	33
Robbin's Nest	San Carlos	6
St. Matthew	San Mateo	18
Willow Terrace	Menlo Park	11
The Woodlands	East Palo Alto	13

In April 2012, HACSM entered an AHAP with MidPen Housing Corporation for 30 newly constructed project-based units in San Mateo (Delaware Pacific). Construction for the San Mateo project started in summer 2012 and is expected to be completed in fall 2013.

In November 2012, HACSM entered an AHAP with Mercy Housing for 39 newly constructed project-based units in Half Moon Bay. Construction for the Half Moon Bay project started in December 2012 and is expected to be completed in December 2013.

In December 2012, HACSM entered an AHAP with MidPen Housing Corporation for 44 newly constructed project-based units in Half Moon Bay; phase one of the larger Half Moon Village Senior Campus development. When completed, the campus will have a total of 158 affordable senior units.

With the exception of 636 El Camino, Midway Village, and Delaware Pacific, all of the project-based units listed in Table 3 above are covered by Project Based Certificate (PBC) HAP Contracts. In August 2005, HACSM received approval from HUD to renew the PBC HAP Contracts for an additional term. These PBC contracts will expire in either 2013 or 2015. Within one year before these contracts expire, HACSM will make a determination that renewal of these contracts under the PBV program is appropriate to continue providing affordable housing for low-income families. At HACSM's sole discretion and upon request from the owner, HACSM may terminate PBC HAP Contracts prior to their expiration and renew the PBC HAP Contract as a PBV HAP Contract in accordance with the regulations governing the PBV program at 24 CFR Part 983.

B. Leasing Information, Planned

Program	Anticipated Lease-Up Rate	Number of Units to be Leased
Public Housing (MTW)	98%	29
Housing Choice Voucher (MTW)	98%	4089
Family Unification (non-MTW)	95%	38
VASH (non-MTW)	95%	72
Moderate Rehabilitation (non-MTW)	95%	127
Shelter Plus Care (non-MTW)	100%	163
Supportive Housing (non-MTW)	100%	34

High rents and low vacancy rate in San Mateo County are the top issues facing HACSM. HACSM will continue outreaching to property owners, improving leasing process, and extending voucher terms to families with the goal of maintaining 98% lease up in FY2014.

25 VASH vouchers were awarded in 2010 and 50 vouchers were awarded 2011. Acknowledging the lease up for these vouchers has been slow, HACSM will continue working closely with the San Francisco VA Medical Center with the goal of reaching at least 95% lease up in FY2014.

C. Waiting List Information

HACSM currently maintains the following waiting lists:

- Public Housing
- Section 8 Housing Choice Voucher
- Project-Based
- Moderate Rehabilitation

Public Housing

HACSM's Public Housing Program waiting list is closed except for its 4 bedroom units. Since all other public housing units are fully occupied at this time, only turnover units will need leasing activity.

HACSM plans to either reapply to HUD to dispose El Camino Village or utilize the new RAD conversion program. If approved, all 30 units of El Camino Village will be converted to project-based voucher units in accordance with previous MTW plans and the current applicants on the Public Housing waiting list will be moved to the Site-Based Project-Based waiting list for El Camino Village.

Section 8 Housing Choice Voucher

In July 2008, HACSM opened the waiting list for the HCV Program. Over 23,000 households applied during the one week opening period. All completed applications submitted by the deadline were put into an eligible pool. From that pool, HACSM conducted a lottery and randomly selected 3,600 applications to be placed on the waiting list. Since the HCV Program is nearly 100% leased-up, only turnover vouchers will need leasing activity.

Currently, the waiting list for the HCV Program is closed. HACSM anticipates opening the HCV waiting list in FY2014.

Project-Based

All HACSM Project-Based waiting lists are site-based although applicants may apply to any and all open lists with one application. Due to the high number of waiting list applicants and low turnover rate, most Project-Based waiting lists are closed except for four bedroom units.

HACSM will open new waiting lists for the upcoming Project-based developments.

Moderate Rehabilitation

HACSM's Moderate Rehabilitation Program waiting list is currently closed. HACSM works closely with the property owner to fill 100% of the Moderate Rehabilitation units which are located at a single apartment complex.

Wait List Information by Fiscal Year End

Table 5			
Housing Programs	Wait List Type	Number of Families on Waiting List	Wait List Open, Partially Open or Closed
Public Housing	Site Based	1209	Partially Open ¹
MTW Housing Choice Voucher Programs	Community-Wide	511	Closed
Moderate Rehabilitation	Site Based	1349	Closed
Project-Based:			
• 636 El Camino	Site Based	615	Closed
• Delaware Place	Site Based	3025	Closed
• Edgewater Isle	Site Based	1200	Closed
• Half Moon Village	Site Based	231	Closed
• Hillside Terrace	Site Based	2818	Closed
• Hilton Street	Site Based	302	Open
• Magnolia Plaza	Site Based	930	Closed
• Midway Village	Site Based	978	Partially Open ¹
• Newell Housing	Site Based	1420	Closed
• Pacific Oak Associates	Site Based	394	Closed
• Pine Street	Site Based	286	Open
• Redwood Oaks	Site Based	2472	Closed
• Robbin's Nest	Site Based	210	Open
• St. Matthew	Site Based	782	Open
• Willow Terrace	Site Based	2151	Closed
• The Woodlands	Site Based	1499	Partially Open ¹

¹ These waiting lists are open to families who qualify for four-bedroom units only.

Applicants for the Shelter Plus Care and Supportive Housing programs, Family Unification, VASH, Moving to Work Self Sufficiency (approved MTW initiative) and Housing Readiness programs (approved MTW initiative), are referred to HACSM by homeless service providers, San Mateo County Families and Children Services, VA Medical Centers, and other community partners. HACSM does not keep waiting lists for these programs.

SECTION III – Proposed MTW Activities: HUD approval requested

Activity #2014-29: Modify EIV Income Report Review Schedule

A. Description of Proposed Activity

Effective January 31, 2010, HUD implemented new regulations mandating the use of EIV as a third party source to verify tenant employment and income information during mandatory certifications. Prior to the issuance of the HUD notice advising agencies of the revision, utilizing the EIV income report for interim certifications was not required by HUD, only during annual reexaminations. The reinterpreted regulations concerning the use of EIV changed the requirement such that review of the EIV income report is now a required component of all certification processes, including interim reexaminations.

The requirement to now use the EIV income report for both annual and interim reexaminations translates to additional staff time expended when processing interim reexaminations, which also renders an increase in costs, linked to the staff time for accessing and reviewing the EIV income report. In an effort to reduce cost and administrative burden, HACSM is proposing to modify the EIV review schedule by requesting exemption from generating the EIV income report during interim reexaminations and only generating the EIV income report during annual or biennial reexaminations.

HACSM's current interim policy allows for certain actions to be processed without having to meet with the family in person. For example, if a family reports a decrease in income, not associated with a family composition change, HACSM requires the family to submit the necessary documents to reflect the change. Based on the family's documentation, HACSM recalculates the tenant and HAP portions accordingly. The necessity to access and review the EIV income report only adds to what is supposed to be a more efficient process for HACSM staff.

The proposed activity is not prohibitive to staff's ability to identify unreported income when comparing the EIV report with the household income reported by the family during the annual or biennial reexamination process. The earned income information contained in EIV at the time of the interim reexamination is not up-to-date (the earnings information included on the EIV income report is generally delayed by two quarters), therefore, unreported income and patterns of undisclosed income are most likely to be identified during the regular reexamination process.

It is important to note that HACSM regularly reviews and monitors the many reports contained in the EIV system (Deceased Tenants, Multiple Subsidy, and Identity Verification reports) to assure compliance with Federal requirements. Through this activity, HACSM is not requesting modification for the use of EIV reports; rather the request is centered on allowing the use of the EIV income report during the annual or biennial reexamination process and waiving the requirement to use the report during interim reexaminations.

B. Relationship to statutory objectives

HACSM anticipates this activity will reduce administrative burden by decreasing the amount of time spent generating and reviewing the EIV reports.

C. Identify and discuss the anticipated impact of the proposed activity on the stated objective(s)

HACSM anticipates this activity will reduce administrative costs by streamlining the EIV process for staff, without impacting staff's ability to monitor a family's pattern of undisclosed income during the reexamination processes.

D. Proposed Activities, baselines, benchmarks, metrics and schedules

Effective July 1, 2013, upon HUD approval, HACSM will implement this activity for all participants and residents of the Housing Choice Voucher and Public Housing programs.

Baselines	Benchmarks	Metrics
1) HACSM processes approximately 1,464 interim reexaminations annually. 2) Time required to print review, and compare EIV per interim reexamination is 10 minutes. 3) Annual staff costs to generate, review, and compare EIV per interim reexamination is \$12,730.	1) Decrease in total time staff time expended to process interim reexaminations 2) HACSM expects to decrease the total staff time expended to process interim reexaminations by 20%. 3) HACSM expects to decrease annual staff cost to generate, review and compare EIV per interim reexamination by 17%.	1) Comparison of annual hours expended utilizing EIV for interim reexaminations before and after activity implementation. 2) Comparison of annual cost savings using the modified EIV review schedule.

E. Data Collection Process and Proposed Metrics to Measure Performance and Progress of the MTW Statutory Objectives

An electronic database will be developed to store and track the data. Reports describing the above metrics will be created and analyzed on a regular basis. Analyzing data on a regular basis will assist us in quantifying results and identifying opportunities for continuous improvement in the program.

F. Authorization(s) detailed in Attachment C or D needed to engage in the activity

The proposed activity is authorized in the MTW Agreement, Attachment C, Section C(4) containing waivers of Section 3(a)(1) and 3(A)(2) of the 1937 Act and 24 CFR 966.4 and 960.257 and the MTW Agreement, Attachment C, Section D(3)(b) containing waivers of 24 CFR 982.516 and 982 Subpart E.

Activity #2014-30: Revise Child Care Expense Deduction

A. Description of Proposed Activity

In conjunction with HUD regulations, HACSM defines child care expenses as amounts anticipated to be paid by the family for the care of children 12 years of age and under during the period for which annual income is computed, but only where such care is necessary to enable a family member to work, seek work, or go to school (furthering education) and only to the extent such amounts are not reimbursed.

The amount deducted shall reflect reasonable charges for child care. When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care costs must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by the amount of employment income that is included in annual income.

HACSM is proposing to define allowable child care deductions as follows:

1. The care must be provided for one or more qualifying persons. A qualifying person is a person who is a dependent child age 12 and under of a family member who is a parent or legal guardian of the child.
2. The care must be provided to enable the parent or guardian to work, seek work, or attend school full time.
3. The payments for care cannot be paid to the non-custodian parent(s) of the qualifying child.
4. The maximum allowable child care deduction is the lesser of the actual expense or 50% of the gross earnings or net earnings from self-employment of the parent or guardian.
5. If both parents are in the subsidized household, the 50% gross earnings cap will be based on the lower of the two earnings from the parents. One parent may be considered as having earnings if the parent is a full-time student or a person with disabilities that inhibits the parent to care for the child. In this case, the earnings will be based on the working parent.
6. The maximum allowable child care deduction for a parent or guardian who has no earnings but attends school full time will be the lesser of the actual expense paid or \$5000 per year per qualifying child.

This proposed activity will apply to HACSM's Public Housing and Section 8 Housing Choice Voucher programs.

A. Relationship to statutory objectives

HACSM anticipates this activity will reduce administrative costs and achieve greater cost effectiveness in its program administration.

B. Identify and discuss the anticipated impact of the proposed activity on the stated objective(s)

The impact of this activity to the families is minimal. From the period of July 1, 2012, to June 1, 2013, a total of 121 households received a child care expense deduction with an average amount of \$5,138 per family. Only five (5) families received a child care deduction that was greater than 50% of the family's annual income. Having a more specific definition will simplify and streamline the eligibility determination for HACSM's staff.

C. Proposed Activities, baselines, benchmarks, metrics and schedules

Effective July 1, 2013, upon HUD approval, HACSM will implement this activity for all new admissions, participants and residents of the Housing Choice Voucher and Public Housing programs.

Baselines	Benchmarks	Metrics
1) Average child care deduction per household is \$5138 2) 5 households have a child care deduction that is more than 50% of the family's total annual income	1) A 3% decrease (\$154) in the average child care deduction per household. 2) A 100% decrease or zero households that have child care deduction greater than 50% of the family's total annual income	1) Compare child care deduction of participant families before and after implementation of this activity

D. Data Collection Process and Proposed Metrics to Measure Performance and Progress of the MTW Statutory Objectives

HACSM will utilize data from its current software database to track its child care expenses. HACSM will analyze the data on a regular basis to better quantify results and identify opportunities for continuous improvement in the program.

E. Authorization(s) detailed in Attachment C or D needed to engage in the activity'

For Public Housing, the proposed activity is authorized in HACSM's MTW Agreement, Attachment C, Section C(11) – Rent Policies and Term Limits, which waives certain provisions of Section 3(a)(2), 3(a)(3)(A) and Section 6(1) of the 1937 Act and 24 C.F.R. 5.603, 5.611, 5.628, 5.630, 5.632, 5.634 and 960.255 and 966 Subpart A.

For Section 8 Housing Choice Vouchers, the proposed activity is authorized in HACSM's MTW Agreement, Attachment C, Section D(2)(a) – Rent Policies and Term Limits, which waives certain provisions of Sections 8(o)(1), 8(o)(2), 8(o)(3), 8(o)(10) and 8(o)(13)(H)-(I) of the 1937 Act and 24 C.F.R. 982.508, 982.503 and 982.518.

Activity #2014-31: Expand MTW Self-Sufficiency program

A. Description of Proposed Activity

HACSM's MTW Self-Sufficiency program was first implemented in May 2000. It was originally developed to respond to welfare reform and thus was fashioned to focus almost exclusively on improving families' self-sufficiency in preparation for the conclusion of their welfare assistance. The core design of HACSM's original MTW program consisted of limiting Housing Choice Voucher assistance to a maximum of six years, while at the same time offering self-sufficiency services to those participants. In order to reach the target population, HACSM only accepted new admissions through a referral process. The referring agency may be a county welfare or social service department, drug treatment facility, and/or homeless shelter. These referring agencies have signed agreements with HACSM to provide appropriate case management services to the family throughout the term of their subsidized housing assistance. The number of time-limited vouchers was limited to 300.

All MTW Self-Sufficiency participants are required to participate in HACSM's Family Self-Sufficiency (FSS) program, which requires families to be gainfully employed and free of welfare assistance 12 months prior to the end of the FSS contract. Non-compliance with the FSS contract is cause for termination of housing assistance. HACSM collaborates with county and non-profit service providers to prepare MTW households to be economically self-sufficient in the very expensive San Mateo County housing market upon graduation.

Effective July 1, 2013, HACSM is proposing to expand its MTW Self-Sufficiency program to 800 households. While reaching the original target population, e.g. welfare recipients, is still the HACSM's focus, HACSM will accept all applicants through a waiting list process. The next opening of its Housing Choice Voucher waiting list will be for the MTW Self-Sufficiency program. All new admissions for tenant-based voucher holders will automatically be a part of the MTW Self-Sufficiency program, with a maximum of five years of housing subsidy.

B. Relationship to statutory objectives

HACSM anticipates the above activity will increase housing choice and encourage self-sufficiency for families participating in this program.

C. Identify and discuss the anticipated impact of the proposed activity on the stated objective(s)

Since HACSM is applying this activity to new Housing Choice Voucher (HCV) waiting list applicants, current program participants will not be affected.

The number of families potentially eligible for the Housing Choice Voucher program in San Mateo County far exceeds the HCV rental assistance resources available through HACSM. This activity has the ability to offer families self-sufficiency resources that can better prepare them to find housing at the end of the assistance term. In addition, the turnover of vouchers will allow HACSM to process applicants on its waiting list more quickly and serve more families over time.

D. Proposed Activities, baselines, benchmarks, metrics and schedules

Effective July 1, 2013, upon HUD approval, HACSM will implement this activity for all new admissions (applicants) to the Housing Choice Voucher program.

Baselines	Benchmarks	Metrics
167 households are participating in the MTW-SS program	1) A 50% (84 households) increase in participating households by the end of FY2014. 2) A 20% increase annually thereafter until the program reaches its allocation limit.	1) Compare number of participating households before and after implementation

E. Data Collection Process and Proposed Metrics to Measure Performance and Progress of the MTW Statutory Objectives

HACSM will utilize its current software database to track the number of participating households.

F. Authorization(s) detailed in Attachment C or D needed to engage in the activity

The proposed activity is authorized in HACSM's MTW Agreement, Attachment C, Section D(2)(a) – Rent Policies and Term Limits, which waives certain provisions of Sections 8(o)(1), 8(o)(2), 8(o)(3), 8(o)(10) and 8(o)(13)(H)-(I) of the 1937 Act and 24 C.F.R. 982.508, 982.503 and 982.518 and is authorized in HACSM's MTW Agreement, Attachment C, Section D(4) – Waiting List Policies, which waives certain provisions of Sections 8(o)(6), 8(o)(13)(J) and 8(o)(16) of the 1937 Act and 24 C.F.R. 982 Subpart E, 982.305 and 983 Subpart F.

G. Hardship Policy

a. Impact Analysis

i. Description

HACSM's MTW Self-Sufficiency program was first implemented in May 2000. The number of time-limited vouchers at that time was limited to 300. Effective July 1, 2013, HACSM is proposing to expand its MTW Self-Sufficiency program to 800 households by accepting all applicants through a waiting list process.

ii. Tracking and documenting the implementation

HACSM will track the progress of each participant, as they enter the program, as well as at each annual or biennial review, and upon exit from the program.

iii. Identifying the intended impact

The number of families potentially eligible for the Housing Choice Voucher program in San Mateo County far exceeds the HCV rental assistance resources available through HACSM. This activity has the ability to offer families self-sufficiency resources that can better prepare them to find housing at the end of the assistance term. In addition, the turnover of vouchers will allow HACSM to process applicants on its waiting list more quickly and serve more families over time.

b. Hardship Case Criteria

Please see Appendix for details regarding HACSM's Hardship Policy.

c. Description of Annual Reevaluation of the Rent Reform Initiative

HACSM will review the impact and success of this MTW activity at least annually and make any necessary adjustments at that time.

d. Transition period

Effective with the opening of HACSM's Housing Choice Voucher wait list any time after July 1, 2013, upon HUD approval, HACSM will begin implementation of this activity for all new applicants from the Housing Choice Voucher waitlist.

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SECTION IV – Ongoing MTW Activities: HUD approval previously granted

HACSM has utilized the flexibilities of the MTW program since 2000 to significantly reform its Voucher and Public Housing programs. All 28 of the ongoing activities, approved by HUD previously, and implemented by HACSM are summarized in the table below. The table illustrates HACSM's use of MTW program flexibilities to design and test innovative approaches that strengthen program administration.

Ongoing MTW Activities: HUD Approval Previously Granted					
Activity #	MTW Activity Name	Year Implemented	Activity Description	Statutory Objective(s)	Changes or updates to the activity, if any
2000.1	MTW/FSS Program	2000	HACSM's MTW Self-Sufficiency program was first implemented in May 2000. The core design of HACSM's original MTW program consisted of limiting Housing Choice Voucher assistance to a maximum of six years, while at the same time offering self-sufficiency services to those participants through HACSM's Family Self-Sufficiency (FSS) Program. HACSM only accepted new admissions through a referral process. The referring agency is a social service department, drug treatment facility, and/or homeless shelter. These referring agencies have signed agreements with HACSM to provide appropriate case management services to the family throughout the term of their subsidized housing assistance.	Encourage Self-Sufficiency and Increase Housing Choice	<i>See Proposed Activity #2014.31 – Expand MTW Self-Sufficiency Program</i>
2009.2	Housing Readiness Program	2008	HACSM partners with San Mateo County's Center on Homelessness and other providers of homeless services. The goal of this partnership is to serve homeless individuals and families. Program participants receive rental subsidy for up to three years while at the same time having continued access to various support programs.	Encourage Self-Sufficiency	Still in effect. No anticipated changes.
2000.3	Elimination of 40% affordability cap at initial move-in/lease-up	2000	Eliminates 40% cap on the proportion of household income that could be spent on housing costs for new lease-ups	Increase Housing Choice and Reduce Administrative Costs	Still in effect. No anticipated changes.
2000.4	Escrow Accounts	2000	HACSM changed the method by which escrow is calculated for the FSS program participants. Instead of using a calculation that only looks at increases in earned income, HACSM designed a calculation method that considers several activities that support a families increasing self-sufficiency. The maximum escrow credit and pay out at graduation is \$3,000 per family. Because escrows are calculated and credited at the end of the FSS Contract term, interim withdrawals are eliminated.	Encourage Self-Sufficiency	Still in effect. No anticipated changes.

Housing Authority of the County of San Mateo – MTW Annual Plan FY2014

Activity #	MTW Activity Name	Year Implemented	Activity Description	Statutory Objective(s)	Changes or updates to the activity, if any
2009.5	Expand usage of project-based vouchers at HACSM developments undergoing disposition process	2008	HACSM received approval to project-base up to 100% of the public housing units undergoing the dispo process.	Increase Housing Choice and Reduce Administrative Costs	The dispo application for the 30 units at El Camino Village has been postponed and may move to HUD's Rental Assistance Demonstration (RAD) program in FY2014.
2010.6	Biennial recertification schedule for elderly/disabled households	2009	HACSM conducts recertifications for HCV households designated as elderly or disabled on a biennial basis.	Encourage Self-Sufficiency and Reduce Administrative Costs	Still in effect. No anticipated changes.
2010.7	Simplify Rent Calculation Process	2009	<ul style="list-style-type: none"> Eliminate the imputed asset rate – use actual interest income on assets Eliminate the Earned Income Disallowance (EID) 	Increase Housing Choice and Reduce Administrative Costs	Still in effect. No anticipated changes.
2010.8	Simplify Third-Party Verification Process	2009	<ul style="list-style-type: none"> Increase asset values requiring 3rd party verification to \$50,000 Streamline verification of eligible medical and child care expenses Extend the verification timeline to 120 days 	Increase Housing Choice and Reduce Administrative Costs	Still in effect. No anticipated changes.
2010.9	Tiered Subsidy Tables	2010	To determine the maximum subsidy amount in the Voucher program, the annual adjusted income for the family is determined from the rent calculation, including all deductions and allowances for which the family is eligible and is then compared to their eligible voucher size. For mixed families, the subsidy is prorated based on the number of eligible and ineligible family members.	Increase Housing Choice and Reduce Administrative Costs	Still in effect. No anticipated changes.
2010.10	Simplify HQS Processes	2009 2010	<ul style="list-style-type: none"> HACSM to inspect HACSM-owned properties HACSM not required to submit inspection reports for HACSM-owned or affiliated properties to the HUD Field Office 	Reduce Administrative Costs	Still in effect. No anticipated changes.
2010.11	Eliminate competitive process for allocation of Project-Based Vouchers to former public housing	2011	HACSM will allocate project-based vouchers to its former public housing units without the use of a competitive process	Increase Housing Choice and Reduce Administrative Costs	The dispo application for the 30 units at El Camino Village has been postponed and may move to HUD's Rental Assistance Demonstration (RAD) program in FY2014.
2010.12	Waive 12 month stay requirement for residents in formerly public housing units converted	2011	Offers residents of public housing units undergoing disposition from public housing status, and who will receive PBV assistance, the option to relocate immediately or any time thereafter, using a tenant transfer voucher.	Increase Housing Choice	No anticipated changes.

Housing Authority of the County of San Mateo – MTW Annual Plan FY2014

Activity #	MTW Activity Name	Year Implemented	Activity Description	Statutory Objective(s)	Changes or updates to the activity, if any
2010.13	Accept lower HAP by modifying PBV rules for in-place residents at former Public Housing developments	2011	At the time of disposition, if a public housing resident is residing in an oversized unit and HACSM does not have the proper size unit available for the resident to relocate, HACSM will accept a lower HAP based on the unit size the resident qualifies for and not the actual unit size occupied.	Reduce Administrative Costs	Still in effect. No anticipated changes. The dispo application for the 30 units at El Camino Village has been postponed and may move to HUD's Rental Assistance Demonstration (RAD) program in FY2014.
2010.14	Establish flat or market rate policy for over-income Public Housing residents at conversion of Public Housing units to Project-Based units	2011	Permits residents of public housing undergoing the disposition process that are not eligible to receive a voucher due their exceeding the income limitations of the voucher program to have the option to remain in the unit (for a maximum of 12 months) at the higher of the flat rate or market rate for the unit.	Encourage Self-Sufficiency	No anticipated changes.
2011.15	Institute biennial inspection schedule for units under contract	2010	Implement a biennial inspection schedule for all HCV units. HACSM continues to conduct any complaint inspections. The units must at all times meet Housing Quality Standards while under contract.	Reduce Administrative Costs	Still in effect. No anticipated changes.
2011.16	Expand the Section 8 Project-Based Voucher program	2011	<ol style="list-style-type: none"> 1. Adopt policies that allow up to 100% of the units in a multifamily building to be project-based. 2. Increase project-based funding up to 30% of its HCV budget authority 3. Adopt policies that may require participating families to stay more than 12 months before they move with continued assistance; propose that any continued assistance would be a part of the MTW/FSS program, a six time-limited program. 	Increase Housing Choice	Still in effect. No anticipated changes.
2011.17	Revise Eligibility Standards	2010	Apply asset value limit for all new applicants and participants. If applicants have assets valuing more than \$100,000, or ownership interest in a suitable home in which they can reside, they would be determined ineligible for the program. If participants experience an increase in assets valuing more than \$100,000, or gain ownership interest in property in which they have can reside, the participant would be determined ineligible.	Increase Housing Choice	Still in effect. No anticipated changes.
2011.18	Eliminate 100% excluded income from the income calculation process	2010	HACSM will not verify, count, or report income that HUD specifies as 100% excluded from the income calculation process.	Reduce Administrative Costs	Still in effect. No anticipated changes.

Housing Authority of the County of San Mateo – MTW Annual Plan FY2014

Activity #	MTW Activity Name	Year Implemented	Activity Description	Statutory Objective(s)	Changes or updates to the activity, if any
2011.19	Eliminate the requirement to complete new HAP contract with utility responsibility changes	2010	HACSM eliminated the requirement of executing a new HAP contract with the owner if there are any changes in lease requirements governing tenant or owner utility responsibilities.	Reduce Administrative Costs	Still in effect. No anticipated changes.
2011.20	Apply current payment standards at interim reexamination	2010	To apply current payment standard at whatever time the action is being processed (i.e. interim or annual reexamination).	Reduce Administrative Costs	Still in effect. No anticipated changes. This activity is becoming more obsolete as families convert to TST.
2012.21	Change qualifications for Full-Time Student (FTS) status	2011	In order for a family member, other than the head, co-head, or spouse to qualify for the FTS status, and dependent deduction and income exclusion, the family member must be less than 24 years old, a FTS at an accredited institution, and must provide a transcript of the full-time student status at all subsequent recertification appointments.	Reduce Administrative Costs	Still in effect. No anticipated changes.
2012.22	Include Foster Care, KinGap, and Adoption Assistance Payments in annual income calculation	2011	HACSM includes foster care, Kin Gap, and adoption assistance payments in the determination of annual adjusted income. To help offset this inclusion of foster care and adoption assistance income, HACSM will provide a dependent allowance for foster children, disabled foster adults, and adopted children.	Encourage Self-Sufficiency and Reduce Administrative Costs	Still in effect. No anticipated changes.
2012.23	Modify head of household (HOH) changes policies	2011	HACSM implemented the following policies surrounding changes in the head of household (HOH): <ul style="list-style-type: none"> The individual becoming the new HOH must be in the household for at least the previous 12 consecutive months, and At the time of the HOH change, the household would join the MTW-Self Sufficiency program (unless already enrolled) HACSM recognizes several exceptions to this policy.	Reduce Administrative Costs	Still in effect. No anticipated changes.
2012.24	Change automatic termination of HAP contract from 180 to 90 days	2011	HACSM reduced the number of days that a participant can remain on the program, while paying 100% of their rent, from 180 to 90 consecutive days.	Encourage Self-Sufficiency and Reduce Administrative Costs	Still in effect. No anticipated changes.
2012.25	Exclude asset income from calculations for households with assets under \$50,000	2011	HACSM has eliminated calculating or including income received from family assets valued less than \$50,000. Additionally, HACSM no longer reports the asset income valued less than \$50,000 to HUD through the HUD-50058.	Reduce Administrative Costs	Still in effect. No anticipated changes.

Housing Authority of the County of San Mateo – MTW Annual Plan **FY2014**

Activity #	MTW Activity Name	Year Implemented	Activity Description	Statutory Objective(s)	Changes or updates to the activity, if any
2012.26	Commitment of MTW funds for leveraging in the creation of additional affordable housing in San Mateo County	2011	HACSM committed up to \$4,000,000 of MTW funds for the development of additional affordable (low income, very low income and extremely low income) housing in San Mateo County. The re-programmed funds will be used to leverage additional investment funds that will be substantially larger than HACSM commitments. Development activities may include site acquisition, substantial rehabilitation of existing stock, and development of new units.	Increase Housing Choice	Still in effect. No anticipated changes.
2011.27	Provider-Based Programs	2011	HACSM proposed to adopt policies surrounding a provider-based assistance program, which is now its own activity as the funding and policies are outside the scope of the voucher program. The Provider-Based program was designed with the intention to reach populations in San Mateo County who were under-served or not served by the voucher program or other special-funded programs.	Increase Housing Choice and Encourage Self-Sufficiency	Still in effect. No anticipated changes.
2013.28	Apply MTW flexibilities to Public Housing	2012	HACSM applied some of the previously-approved MTW flexibilities for the HCV program to its one remaining Public Housing complex, El Camino Village.	Reduce Administrative Costs and Encourage Self-Sufficiency.	Still in effect. No anticipated changes.

SECTION V – MTW Sources and Uses of Funds

A. List planned sources and uses of the MTW Funds

The chart below summarizes the HACSM MTW Budget for Fiscal Year 2014 (July 1, 2013 – June 30, 2014). This chart lists all planned revenue and expenditures for all funding sources that comprise the MTW Block Grant sources including Housing Choice Voucher (Section 8) Housing Assistance Payments, and Housing Choice Voucher (Section 8) Administrative fees.

Consolidated Sources and Uses of MTW Funds (FYE 2014)		
Revenue (Sources)		
MTW Program HAP & Administrative Fees	63,361,100	
Portable Vouchers HAP & Admin Fees	3,495,000	
Public Housing Rental Income	245,908	
Public Housing Operating Fund	18,000	
Investment Income	193,782	
Miscellaneous Income**	55,100	
Total Revenue		67,368,890
Expense (Uses)		
Housing Assistance Payments	55,150,000	
Portable Vouchers HAP Payments	3,300,000	
Administrative and General Expense	4,970,392	
Provider Based Assistance Payments	750,000	
Utilities	34,800	
Operations and Maintenance	178,011	
Development and Capital Projects	200,000	
Affordable Housing Development	4,000,000	
Total Expense		68,583,203
Operating Income/(Loss)		(1,214,313)
Reserve Drawdown/(Buildup)		1,214,313
Net Income/Loss		(0)

Note: It is anticipated that El Camino Village will be operated as public housing for the entire year

**Miscellaneous Income includes escrow forfeitures, fraud recovery, tenant parking charges and other non-rent charge, laundry room receipts and miscellaneous charges.

Planned Sources and Uses of Non-MTW Funds

The chart below summarizes the HACSM Consolidated Non-MTW Budget for FY2014 (July 1, 2013 – June 30, 2014). This chart lists all planned revenue and expenditures for other funds that are not eligible MTW Block Grant funds (including state and local funds). The budgeted net loss is anticipated to be withdrawn from current operation reserves.

Consolidated Sources and Uses of <i>Non-MTW</i> Funds (FYE 2014)		
Revenue (Sources)		
Grants (Shelter Plus Care and Supportive Housing)	3,769,837	
Non-MTW HAP and Administrative Fees	2,452,207	
Rental Income	668,000	
Investment Income	51,000	
Miscellaneous Income	56,700	
Total Revenue		6,997,744
Expense (Uses)		
Administration and General Expense	1,105,593	
Utilities	87,200	
Operations and Maintenance	258,417	
Housing Assistance Payments	5,700,461	
Total Expense		7,151,671
Operating Income/(Loss)		(153,927)
Reserve Drawdown/(Buildup)		153,927
Net Income/Loss		0

B. List planned sources and uses of State or local funds

The chart below summarizes the HACSM State and Local Funds Budget for FY2014 (July 1, 2013 – June 30, 2014). This chart lists all planned revenue and expenditures for all funding sources that comprise State and Local operating activities. The budgeted net income is anticipated to be deposited to current operating reserves.

Consolidated Sources and Uses of State and Local Funds (FYE 2014)		
Revenue (Sources)		
Rental Income	668,000	
Investment Income	33,000	
Miscellaneous Income	34,400	
Total Revenue		735,400
Expense (Uses)		
Administrative and General Expense	278,009	
Utilities	87,200	
Operations and Maintenance	254,773	
Total Expense		619,982
Operating Income/(Loss)		115,418
Reserve Drawdown/(Buildup)		(115,418)
Net Income/Loss		0

C. If applicable, list planned vs. actual sources and uses of the COCC

Not applicable

D. If using a cost allocation or fee-for-service approach that is different from HUD's requirements, including an indirect cost proposal that describes the alternative fee and/or cost allocation methodology

Not applicable

E. Describe the Planned Use of MTW Single-Fund Flexibility

On July 1, 2008, HACSM received HUD approval to block grant all MTW programs. On March 3, 2010, HACSM received the executed grant amendment for Attachment A. On June 18, 2010, HACSM received HUD approval of its amended Attachment D – Broader Use of Funds (see Appendix One), allowing for HACSM to develop a local, non-traditional program with voucher funds.

As of June 2011, HACSM launched its Provider Based Assistance program. In November 2011 and January 2012, HACSM executed contracts to CORA and Service League respectively to provide assistance for a total of 31 households. The estimated annual expense for these vouchers is \$750,000 which will be allocated from the MTW funds.

In the FY11 Plan, Activity #16 “Expand the Section 8 Project Based Voucher Program,” HACSM also proposed and received approval for the use of MTW funds to support the acquisition, rehabilitation, or construction of new affordable housing units.

DRAFT



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



Date: February 21, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Sheriff Greg Munks
Subject: Jail Programming Strategic Implementation Plan

RECOMMENDATION:

Accept this report-back regarding the update of the Sheriff's Jail Based Services and Re-entry Programming Strategic Implementation Plan.

BACKGROUND:

After completing the County's Public Safety Realignment (AB-109) Local Implementation Plan, which emphasized the use of evidence-based practices to reduce the rotations of recidivism in the Realigned population, the San Mateo County Sheriff's Office employed Resource Development Associates (RDA) to work with the Sheriff's Office, and the multi-disciplinary Jail Programming Committee to develop recommendations for in-custody programs and services to better enable inmates to successfully re-enter the community. The ultimate goal of this work is to implement a comprehensive and balanced array of programs and services that can meet the in-custody and post-release needs of local inmates and ensure the ongoing safety of all County residents.

This project was led by Supervisor Adrienne Tissier, former Supervisor Rose Jacobs-Gibson along with the Sheriff's Office, RDA and the Jail Programming Committee. Research included site visits to other California counties, interviews of current and former inmates, a review of best practices in jail programming that included the National Institute of Corrections (NIC), and an audit of San Mateo County's current adult jail programming through study sessions with several subject matter experts, County agencies, and community based organizations.

DISCUSSION:

As the process continues with the planning, design, and on-going construction of the replacement jail facility located at 1300 Maple Street, and in recognition of the need to expand the continuum of services and programming offered in San Mateo County's existing adult correctional facilities, RDA has worked with the Sheriff's Office to map

current inmate programs and services and to review these services in relation to established best practices. A process flow map was developed by RDA and the committee as a tool to illustrate how inmates move through the facility from booking to release, and to identify opportunities to enhance programming and services for all inmates. Forecasting has also been reviewed to demonstrate how the inmate population's service needs will change over the next 3-5 years as a result of Public Safety Realignment. Realignment has already significantly increased the average length of inmates' stays.

The addition of the realignment population, who typically serve longer sentences than those sentenced locally, will require a different approach to program development if the County is to meet the needs of the combined population. As a result, the Sheriff's Office will have to expand its programming to include longer programs and modular programs in addition to the short-term programs it already offers. The work listed above culminated in the development of a Strategic Implementation Plan to improve and expand jail based programs and services to meet the changing needs of the facilities and inmates and to promote alignment with best practices.

Each of the strategies recommended in the Strategic Implementation Plan responds directly to gaps in programs and services and reflect the NIC recommendation that inmates are best served by participating in the full spectrum of programming that address three primary functions: (1) reformative, (2) activity-based, and (3) re-integrative or reentry-based. The strategies emphasize the creation of a continuum of care that begins at intake with an individual service needs/risk assessment and continues through discharge and transition planning. In this way, inmates can receive appropriate programming that targets their recognized needs while in custody and in preparation for release. A key component of this process is the availability of a case manager to work with the inmate to create an individualized case plan. The case plan maps programming and services to identified needs allowing inmates to build the necessary skills to make a healthier transition once released. The addition of case management also provides support, cultivates behavior change, rewards pro-social behavior, and proposes ideas for re-entry throughout the inmates' time in custody. The strategies are broken down into domains or categories that follow the sequence of an inmate's experience and include:

- Intake
- Service Needs/Risk Assessment
- Case Management
- In-Custody Programming
- Re-entry and Transition Planning

The table below lists the strategy domain, the individual strategy and the financial impact of each.

Strategy Domain	Individual Strategy	Estimated Cost*
Intake	A1: Conduct mental health and medical screenings for all persons taken into custody	Cost neutral
	A2: Conduct classification security assessment	Cost neutral
Service Needs/Risk Assessment	B1: Conduct service needs/risk assessment within seven (7) days after initial intake	Addition of 1.0 FTE
	B2: Deliver information on all available programming	Materials development and production costs
	B3: Place inmate in appropriate housing based on the combined results of the classification security assessment and service needs/risk assessment	Cost neutral
Case Management	C1: Interested inmates are assigned case managers	Addition of Case Management Staff Number of FTEs to be added depends on case management model selected
	C2: Develop individualized case plans.	Addition of Case Management Staff described in C1
	C3: Conduct regular follow-up meetings to track progress in programming	Addition of Case Management Staff described in C1
In-Custody Programming	D1: Develop a series of program schedules and/or curricula to ensure each pod offers a mix of reform, activity, and re-entry based programming to meet inmate needs	Addition of program staffing, supply and curriculum costs, and staff training The actual costs depend on the programs selected and whether new programs are provided by SMCSO staff or contract providers
	D2: Incentivize program participation.	Cost neutral
	D3: Establish a process whereby inmates can apply to participate in programming that would otherwise be inaccessible due to security or other classification-based limitations	Cost neutral
Reentry and Transition Planning	E1: Assess inmates for post-release service needs	Addition of Case Management Staff described in C1
	E2: Assess and support inmates for post-release financial obligations	Addition of Case Management Staff described in C1
	E3: Assess inmates for entitlement eligibility	Addition of Case Management Staff described in C1
	E4: Link inmates to community-based services	Addition of Case Management Staff described in C1

*The full plan provides a discussion of possible funding sources for the above strategies that have an associated cost.

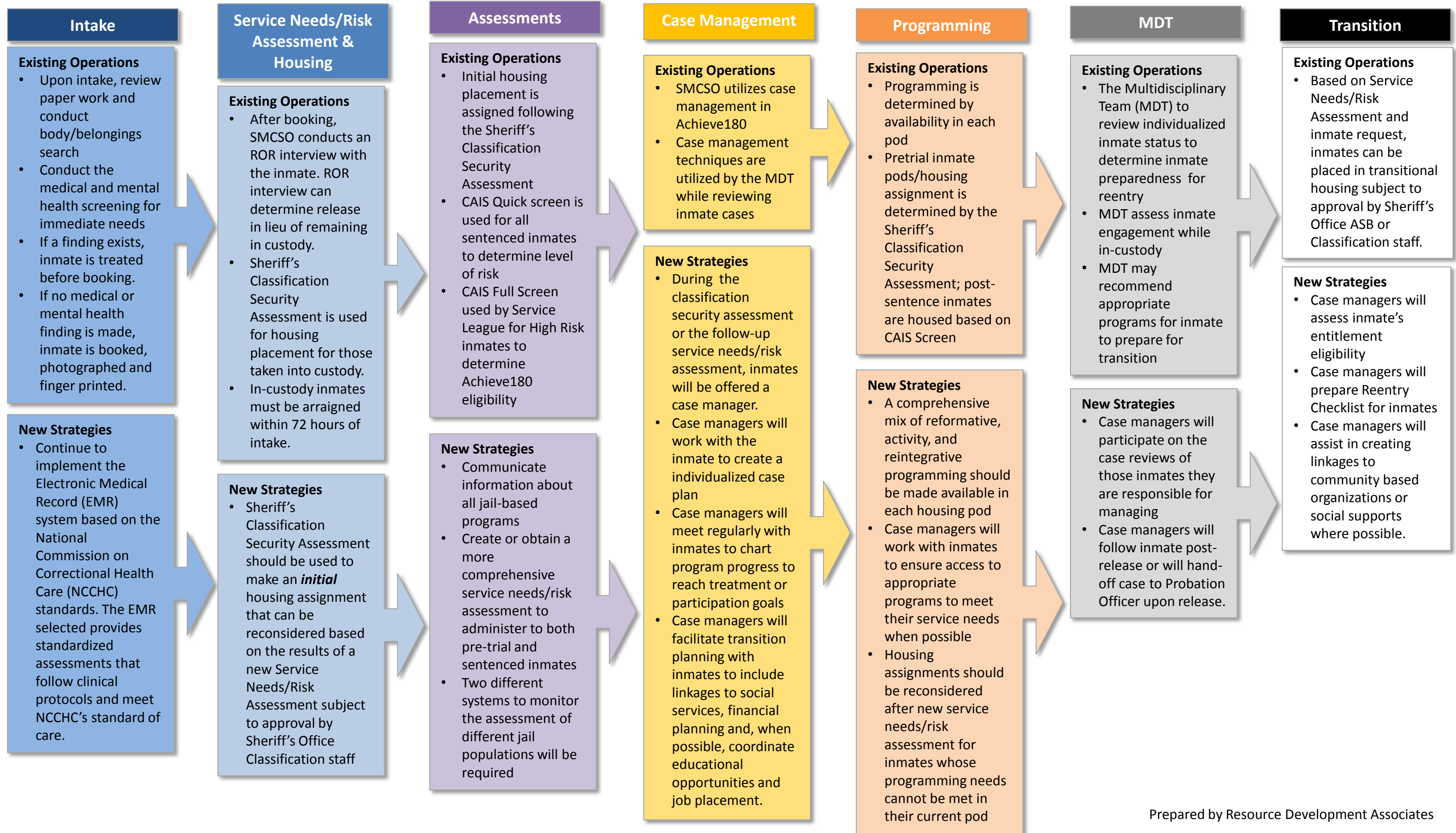
It is intended that these strategies provide a comprehensive framework for how the Sheriff's Office can move forward with improving current jail programs and services and in the development and implementation of new programs once jail construction is complete. The Strategic Implementation Plan provides a workplan and detailed timeline for implementation over the next three years. This work will require the commitment of community stakeholders, the Sheriff's Office and the continued support of the Board of Supervisors as it moves towards execution.

FISCAL IMPACT:

There is no Net County Cost associated with accepting this report.

Jail-Based Services Strategy Process Flow Map

San Mateo County Sheriff's Office





Jail Based Services and Reentry Programming: Strategic Implementation Plan Timeline

San Mateo Sheriff's Office

	2013				2014				2015			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Governance	Establish the Steering Committee & Oversight Committee	SMCSO & Steering Committee Finalizes Strategies	Oversight Committee Meeting	Work Groups Meet	Steering Committee Meeting	Work Groups Meet	Oversight Committee Meeting	Work Groups Meet	Milestone: New Jail Opens	Work Groups Meet	Oversight Committee Meeting	Work Groups Meet
		Establish Work Groups	Work Groups Meet		Oversight Committee Meeting		Work Groups Meet		Oversight Committee Meeting			
		Work Groups Meet	Work Groups Meet		Work Groups Meet		Work Groups Meet		Work Groups Meet			
Intake			Review and select MH/AOD screening tools	Draft P&P for new intake process	Implement the use of new validated screening tools							
			SC & SMCSO approve MH/ AOD screening tools	Communicate new intake procedures to staff Provide requisite staff training based on selected MH/ AOD screening tools								
Service Needs/Risk Assessment – Sentenced Inmates		Steering Committee & SMCSO finalize use of CAIS Or New Service Needs/Risk Assessment	CAIS: Draft P&P for CAIS process	CAIS: Train staff, if needed	Implement CAIS							
			New: Review and select assessment tool	New: Draft P&P for new assessment process		Implement new assessment tool						
			New: SC & SMCSO approve assessment tool	New: Communicate new assessment process to staff	New: Provide requisite staff training based on new assessment tool							
Service Needs/Risk Assessment– Pre-Trial Inmates				SC & SMCSO review existing assessment tools	Existing: Vet assessment tool with D.A. and Public Defender	Existing: Draft P&P for new assessment process with existing tool		Existing: Pilot assessment process using existing tool	Existing: Finalize P&P based on findings from Pilot phase	Existing: Implement assessment process with existing tool		
				SC & SMCSO select existing assessment tool Or Create new assessment tool	Existing: SC & SMCSO approve the use of assessment tool	Existing: Communicate new assessment process to staff	Existing: Provide training based on new assessment process with existing tool		Existing: Finalize assessment tool & provide additional training, if needed			
					New: Obtain expert consult on assessment design	New: Design new assessment tool	New: Draft P&P for new assessment with new tool		New: Pilot assessment process using new tool	New: Finalize P&P based on findings from Pilot phase	New: Implement assessment process with new tool	
						New: Vet assessment tool design with relevant stakeholders	New: Communicate new assessment process to staff	New: Provide training based on new assessment process with new tool		New: Finalize assessment tool & provide additional training, if needed		
Case Management				SC & SMCSO select Case Management model	Communicate new Case Management process to staff	Phase I: Hire CM staff and provide training based on CM model	Phase I: Implement CM for Sentenced Inmates	Phase I: Review and revise P&P based on Phase I implementation	Phase II: Hire additional CM staff and provide training based on CM model	Phase II: Implement CM for Pre-Trial inmates		
				Draft P&P, case plan templates, CM tools, etc.								
In-Custody Programming				Review current inventory of programs and gaps	Select new programs or enhance existing programs by subcommittee area (Health, Education, Vocational Training, Socialization, Re-entry and Family Reunification) - Ongoing							
					Draft P&P to reflect changes in program offerings based on relevance and inmate participation - Ongoing							
					Provide training to requisite staff on new programs as they are planned and implemented - Ongoing							
				Prioritize content areas for program development	Review program array and accessibility in pods based on housing assignment and length of stay	Draft plan to implement program array in pods	Incorporate Oversight Committee and Work Groups' feedback into pod program plan					
			Develop plan to disseminate programming information to inmates	Develop information/ media about jail programs	Vet pod program plan with Oversight Committee and Work Groups	Implement pod program plan						
		Vet and confirm dissemination plan & communicate plan to staff	Implement program information dissemination plan									
Continuity of Care & Transition Planning				Develop Reentry Checklist	Incorporate CMs into MDT	Begin entitlement screenings						
				Draft P&P based on Checklist and CM procedures & communicate future changes to staff	Finalize P&P & communicate changes to staff		Provide training to requisite staff on new Reentry assessment process					

Legend

SMCSO = San Mateo County Sheriff's Office
 SC = Steering Committee
 OC = Oversight Committee
 WG = Working Group
 P&P = Policies & Procedures Manual
 D.A. = District Attorney
 MH = Mental Health
 AOD = Alcohol and Other Drugs

*Please note: This timeline is subject to change.

Jail Based Services and Reentry Programming

Strategic Implementation Plan

San Mateo County Sheriff's Office



February 2013



Acknowledgements

This report could not have been completed without the full support and participation of Board of Supervisors' members Adrienne Tissier and Rose Jacobs-Gibson, the Sheriff's Office, Correctional Health Services, Behavioral Health and Recovery Services, Office of Education, social service providers, and community-based organizations throughout San Mateo County (SMC). The unfettered access provided by San Mateo County Adult Correctional Facilities to current inmates and existing housing pods allowed RDA an insider's view of the processes and limitations of the current facilities. Many thanks to all of the former inmates who took the time to participate in our focused discussion groups, without which the inclusion of their perspective would have been impossible. In addition, RDA would like to thank the following individuals for their significant leadership and direction throughout this project: Sheriff Greg Munks, Assistant Sheriff Trisha Sanchez, SMCSO Program Services Manager Deb Keller, Dr. Susan Kole, Lt. Alma Zamora, Mike Nevin, Deborah Torres, Joan Rosas, Pastor Andre Harris, and Chief Legislative Aide Charisse Lebron-Cannon. Finally, we'd like to thank the dedicated members of and each and every Jail Programming Subcommittee for their continued efforts to provide San Mateo County inmates with opportunities to change the direction of their lives.

- | | | |
|-----------------------|----------------------|-----------------|
| Deborah Bazan | Pamela Glembot | Mary McMillan |
| Bill Bonifacio | Mark Hanlon | Carlos Morales |
| Greg Burge | Linda Hayes | Michael Murray |
| Barbara Caulley | Melanie Hildebrand | Bill Nack |
| Christina Corpus | Kathleen Irvine | Carmen O'Keefe |
| Matt DelCarlo | Connie Juarez-Diroll | Kay O'Neill |
| Angele Echele | Stephen Kaplan | Marti Overton |
| Alonzo Emery | John Kelly | Deborah Picar |
| Kathy Endaya | Doug Koenig | Diane Prosser |
| Chief Stuart Forrest | Shirley Lamarr | Alba Rosales |
| Karen Francone | Raj Lathigara | Robin Tomlinson |
| Reverend Mary Frazier | Melissa Lukin | Peter Ullman |

Prepared by:

- Roberta Chambers**, PsyD – Senior Associate
- Diana Sanders**, MA – Program Associate
- Mikaela Rabinowitz**, PhD – Program Associate
- Ryan Wythe** – Research Associate





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Jail Based Services and Reentry Programming Strategic Implementation Plan
San Mateo County Sheriff's Office

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Executive Summary

San Mateo County Sheriff's Office Correctional Goals and Mission

Following the completion of the Community Corrections Partnership's (CCP) 2011 Public Safety Realignment local planning process, the San Mateo County Sheriff's Office commissioned Resource Development Associates (RDA) to develop a Strategic Implementation Plan for improving existing programs and services provided to individuals in custody at San Mateo County Adult Correctional Facilities. The goal was to develop an implementation plan based upon approaches that are proven effective in reducing recidivism and enhancing public safety as well as on promising practices in Contra Costa, Alameda, and Santa Cruz counties in order to improve or expand existing custodial programming.

This report provides background material about evidence based practices, detailed strategies that include the existing processes and programs in place at both San Mateo County Adult Correctional Facilities, the rationale for expanding or improving what is currently in place, the proposed strategies, operational implications, and estimated costs associated with each strategy. A timeline details the tasks related to each strategy and a workplan illustrate the progression of implementation over a three-year period. A preliminary process flow chart is available for review.

Report Purpose

This report outlines strategies for the implementation of a comprehensive system of programs and services to meet in-custody service needs and prepare for release needs. Also considered is the growing population of inmates returning to San Mateo County Adult Correctional Facilities as a result of AB 109. These strategies are informed by best practice research from the National Institute of Corrections (NIC) and other divisions of the Department of Justice; various state and local criminal justice agencies; research and policy institutes, and academic institutions; interviews with county agency staff and service providers; as well as input received from current and former inmates of San Mateo County adult correctional facilities.

Overview of Key Strategies

Each of the strategies contained in this report responds directly to gaps identified through the combined efforts of Resource Development Associates (RDA) and the SMCSO's Advisory Jail Programming Committee. These strategies and recommendations are the collective outcome of a dedicated group of San Mateo County staff, elected officials, and Community Based Organizations (CBOs) whose expertise has created a strong foundation for the work currently undertaken in San Mateo County to improve the lives and futures of those incarcerated in SMC adult jail facilities.

The proposed strategies reflect the NIC recommendation that inmates are best served by participating in the full spectrum of programming that address three primary functions: (1) reformative, (2) activity-based, and (3) reintegrative or reentry-based. The following strategies emphasize the creation of a continuum of care that begins with individual service needs/risk assessment through discharge and transition planning. In this way, inmates can receive appropriate programming that targets their



recognized needs while in custody and in preparation for release. A key component of this process is the availability of a case manager to work with the inmate to create an individualized case plan. The case plan will map programming and services to identified needs, allowing inmates to build the necessary skills to make a healthier transition once released. The addition of case management also provides support, cultivates behavior change, rewards pro-social behavior, and proposes ideas for reentry throughout the inmates' time in custody. The strategies are broken down into domains or categories that follow a sequence of the inmate's experience and include:

- Intake
- Service Needs/Risk Assessment
- Case Management
- In-Custody Programming
- Reentry and Transition Planning

The initial Process Flow Map, Gap Analysis, Guiding Principles document and the recommendations made by subcommittees throughout the life of this project are included in the appendices. Subcommittee recommendations about specific programs are also included in the appendices and will be considered when program selection occurs. Please see the implementation timeline for more details.

Background on Evidence-Based Best Practices

Introduction

The National Institute of Corrections (NIC) divides jail programming into three distinct categories – **reformatory** programming, **activity-focused** programming and **reintegrative** or **reentry** programming. *Reformatory programming* focuses on addressing common needs among the inmate population, such as low levels of education and high levels of substance abuse and anger management problems. These programs help inmates develop skills, knowledge, and behaviors to address their personal needs and to succeed both in and out of custody. The main objective of *activity-focused programming* is to structure inmates' time in positive ways to alleviate their boredom and minimize negative behavior. The activities in this category can include such disparate actions as card and board games, work or chores in the facility, and exercise. Finally, *reintegrative or reentry programming* centers on preparing inmates for release and reentry into the community. This includes the development of reentry and transition plans, vocational training, and linkages to services in the community, including resources for housing and job placement.¹

It is important to note that within this typology, there is a difference between program *function* and program *subject area*. For example, work programs are generally considered activity-focused programs if they occur inside the jail and do not focus on helping inmates develop transferable skills, while community-based work programs help inmates transition into reentry and are, therefore, considered reintegration programs. Similarly, religious services may be considered activity-focused programs, while religious counseling or faith-based living skills programs would be reformatory. In addition, NIC differentiates *programs*, which structure inmates' time through activities, skill or knowledge development, and reentry planning, from *services*, which are intended to meet inmates' basic needs. Thus, medical and psychiatric care are services, while health education and counseling are considered programming.

An appropriate mix of the three different types of programming is essential in program planning and implementation. Although jail administrators may be more interested in reducing recidivism through reformatory and reintegrative programming, not all inmates will be interested in these types of programs. Few inmates will want to spend all of their time only involved in reformatory or reintegrative programs. In addition, pushing inmates who are not invested in reform or reentry into these types of programs will drain scarce program resources and diffuse program effectiveness. Similarly, pushing inmates into reform or reentry programs in which they have no interest will create distractions for inmates who do want to participate, again lessening the effectiveness of these programs. Consequently,

¹ Mark D. Martin and Richard J. Kaledas, "Programs and Activities: Tools for Managing Inmate Behavior," *National Institute of Corrections #024368* (June 2010), 7.



providing a balanced array of activity, reform, and reentry programming is critical not only to inmate satisfaction with programming, but also to the success of reentry and reform programs.

Providing inmates with positive ways to structure their time, whether through activities or through reform and reentry programming, also offers significant benefits for jail security. When inmates do not have enough to do with their time, they are more likely to exhibit a variety of negative behaviors, such as fighting with other inmates, arguing with or even assaulting jail staff, or vandalizing jail property.²

Program Planning

There are two key precursors to program planning: 1) setting programmatic goals; and 2) identifying ways to integrate programming into other aspects of jail management and administration.³

Programmatic Goals

Goal setting occurs at two levels, the facility level, and the individual program level. First, **facility-level programmatic goal setting** means identifying the goal or goals that a facility administrator wants to achieve through its programs. These goals can be specific to particular jail sub-populations; for example, the goal can include reducing domestic violence issues. Alternatively, the goal can be more general, such as reducing returns to custody or reducing inmate altercations. Either way, these facility-level goals will influence the appropriate array of programs implemented.

In addition to these broad facility-level goals, every **program that a facility implements should have clear program-specific goals**. For an activity-based program, the goal may be as broad as keeping inmates productively occupied, while reform or reentry programming should have specific reformative or reintegrative goals that tie into particular program activities. Clearly delineating the goal(s) of each inmate program will help a facility administrator choose the best array of programs to meet its facility-level goals and ensure that facilities set appropriate expectations for different programs. Establishing programmatic goals will also be essential for evaluating the effectiveness of inmate programs.

Integrating Programs into Jail Operations

Effective program planning also identifies ways to integrate programming into other aspects of jail management and administration, in particular **inmate classification security assessment and the service needs/risk assessment**.

Assessing all inmates for risks and needs using a validated assessment tool is essential to ensure that those inmates have access to appropriate programming tied to their needs. In addition, because these same assessment tools can be used to assign inmates to housing locations, jail staff can organize their inmate populations around particular programming. Most, if not all, jails already assign inmates to housing based on their assessed risk (classification security assessment), but by connecting service

² Ibid, 2-3.

³ Ibid, 25.



needs/risk to housing, jails can also organize facilities around particular needs, increasing the likelihood that inmates will have access to appropriate programming. This is particularly true for reformative programs that take a therapeutic community model (i.e., creating a holistic living-learning environment to support successful recovery of inmates housed together, as later described in this paper), but it can also be true for programs such as education or vocational training.⁴

Reformative Jail-Based Programming

The purpose of reformative jail-based programs is to address needs common to the inmate population, such as low levels of education, high prevalence of substance use and abuse, and mental health issues. These programs are aimed at helping inmates reform the skills, attitudes, and behaviors that are associated with criminal behavior. In this way, reform and reentry or reintegration programming are inextricably linked – it is crucial that jail inmates receive the proper kinds of programming in order to maximize their chances of successful reintegration into the community post-release. That said, reformative programs are not focused on reentry *per se*, but instead focus on increasing skills and knowledge and changing behaviors regardless of custodial status. The use of validated service needs/risk assessment, while important for most inmate programming, it is especially critical for reformative programming. Without a validated service needs/risk assessment, it is very difficult to ensure that inmates are getting the appropriate services to address their specific reformative needs, as well as to ensure that programming is offered in the appropriate context and at the right dosage.

When designing a treatment or reentry plan for an inmate that includes jail-based programming, it is necessary to take into account the length of sentence to determine appropriate programming. Some therapies or treatments are much more demanding than others in terms of duration and intensity. *Duration* of a program means how long the program lasts from entry to exit. *Intensity* reflects the amount of time and how often an inmate participates in a program per day. Both duration and intensity should also reflect inmates' level of risk. Those programs that require longer and more intense participation should be available to inmates with a high-risk level, and those with low-risk should participate in programs that are shorter and less intense. It should also be noted that program curricula, in some cases, can be modified based on inmate need and their sentence length.

Activity Programming

Activity programming is an important element to incorporate into any jail programming schedule. Activities can keep inmates busy in between programs or during recreational time. Some activities promote pro-social behaviors, teamwork, or increase cognitive abilities. Activities range from card games to caring for animals. Although activities do not make any significant contribution to an inmate's treatment or reentry plan, they are essential to helping inmates make constructive use of their time while incarcerated.

⁴Ibid, 8.



Reintegration (Reentry) Programming

Reentry or reintegration programs help inmates transition out of jail and back into their communities. Reentry programming is inclusive of many different kinds of programming from substance abuse or mental health treatment to employment readiness and post-release housing services.

Reentry programming will vary depending on an inmates' level of risk, sentence length, and behavioral needs. It is also important for jurisdictions to conceptualize where the process of reentry begins and ends. In Vermont, for example, reentry planning begins the moment a person is incarcerated. In some states, reentry planning and programming begins at sentencing.⁵ In the case of Vermont, correctional staff has come to believe:⁶

'Every aspect of correctional operations and programs conceivably (and in some ways, accurately) affects the prospects of offender reentry... everything about the prison and post-prison experience is loosely related to reentry, and reentry really isn't a program at all.'

The following program findings reflect that reentry is a process. Reentry can be more narrowly defined to in-custody treatment plus the transition to the community, but in all cases, best practice findings show cross-departmental collaboration and multi-disciplinary teams are necessary to guide the process of reentry for inmates successfully into their communities.

Reentry programs vary in length, either due to the programmatic needs of the inmate, risk-level, or sentence length. Inmates' reentry plans should dictate the length of time they spend in various programs, trainings and in community aftercare. In the case of substance abuse and mental health treatment, studies consistently show that the longer an ex-offender remains in community aftercare the less likely they are to recidivate. According to one study, the most significant reductions in substance use and recidivism occur after enrolling for a minimum of six months in community aftercare.⁷ In general, the length of reentry programs will vary depending on the inmates' classification security assessment, service needs/risk assessment, crimes committed and motivation to participate in programs both pre and post release.

Conclusion

The most effective jail programs are those that are part of a broad array of program types with the capacity to address the diverse needs of inmates both in custody and upon release. For facilities working to promote public safety and reduce recidivism, an integrated programming approach that emphasizes

⁵ Faye S. Taxman Ph.D., Douglas Young M.S., James M. Byrne Ph.D., Alexander Holsinger Ph.D. and Donald Anspach Ph.D., "From Prison Safety to Public Safety: Innovations in Offender Reentry," US Department of Justice (#196464) (October 10, 2002): 22.

⁶ Joan Petersilia, "What Works in Prisoner Reentry? Reviewing and Questioning the Evidence," *Federal Probation* 68 (2) (2004): 4-5.

⁷ Michael Prendergast, Ph.D., "Outcome Evaluation of the Forever Free Substance Abuse Treatment Program: One-Year Post-Release Outcomes," 8.



evidence-based reformative programming along with best practices in reentry preparation offers the greatest chance of success. In particular, facilities should implement cognitive behavioral therapies that teach inmates how to respond differently to life situations; substance abuse treatment to target the underlying cause of much criminal behavior; and education and vocational training to address common skill deficits in inmate populations. Because prisons and jails are, by definition, residential facilities and are almost always residentially segregated by gender and risk-level, correctional facilities also offer an excellent opportunity to utilize therapeutic communities and gender-responsive or gender-specific reform-oriented interventions, all of which have been proven effective in reducing recidivism.

Reformative programming by itself, however, is not enough. To be truly effective, these interventions must be paired with extensive and continuous reentry planning and preparation as part of a holistic model for reducing inmate recidivism. Among the essential elements of reentry planning are ongoing case management, including the development of reentry transition plans; creating a continuity of care by linking inmates to post-release supports while they are still in custody; involving inmates' families in their reentry transition planning; and giving inmates hands-on work experience that can help them obtain employment upon release.

As part of a continuum of programs that also includes programs and activities that give inmates positive ways to structure their time without focusing explicitly on reform or reentry, these programs offer correctional facilities the best promise of reducing recidivism by helping to provide inmates with the skills and opportunities that they will need to successfully re-enter society. At that same time, providing the proper program continuum can also help jail administrators operate a safe facility with reduced incidence of disruptive or violent inmate behaviors. Inmates who do participate in reform and reentry programming will be more focused on their individual improvements and less likely to violate facility rules or engage in dangerous behavior. Inmates who are not interested in reform and reentry programs but participate in activity-based programs are less likely to turn to negative activities to fill their time. One of the most important tasks for jail administrators is differentiating the former group of inmates from the latter, and providing the appropriate program opportunities to each in order to ensure both program effectiveness and jail security.

The strategies to improve jail-based services and programming in the next chapter were all informed by the results of best practices research, subcommittee recommendations and the results of key informant interviews and focus groups with current and former inmates. It is intended that these strategies provide a comprehensive framework for how SMCSO can move forward with improving current jail programs and in the development of new programs once jail construction is complete.



Jail Based Services and Reentry Program Strategies

Introduction

The jail programming strategies provide a road map for how the San Mateo County Sheriff's Office can implement improvements to current jail-based programs and provide comprehensive programming in the replacement jail facility once it is complete. The strategies are broken down into five domains:

- A. Intake;
- B. Service Needs/Risk Assessment;
- C. Case Management;
- D. In-Custody Programming; and
- E. Continuity of Care and Transition Planning.

Each domain takes into account the relative sequence of steps in processing individuals as they are brought into custody at San Mateo County Adult Correctional Facilities. This section of the report provides a step-by-step flow of each activity associated with the strategy. Some activities affirm current jail operations, whereas others convey significant differences. Each strategy analysis includes the following:

- **Background** on the current SMCSO adult correctional procedures that will be affected by the proposed strategy;
- **The Strategy** to improve or expand upon current programming based on evidence-based best practice research, inmate interviews, ex-inmate focus groups, and Jail Programming Subcommittee feedback and recommendations;
- **The rationale** for implementing the strategy;
- The **operational implications** or impact of implementing the proposed strategy; and
- Potential **funding opportunities or costs** will also be included for each domain and/or strategy.



✓ **Intake**

- *Strategy A1: Conduct standardized mental health and medical screenings for all persons taken into custody.*

Background: SMCSO already requires immediate mental health and medical screenings for all people entering the jail system. Screenings are provided by Correctional Health Services staff upon jail intake to identify the presence of acute and chronic medical, developmental disability, and mental health conditions requiring immediate attention. A more thorough psychosocial assessment that includes individual and family history, presence of trauma, educational and vocational levels of attainment, and other related domains is included in Section B as part of the service needs/risk assessment.

Strategy: Correctional Health Services is currently in the early stages of implementing an Electronic Medical Record (EMR) based on the National Commission on Correctional Health Care (NCCHC) standards. The EMR selected provides standardized assessments that follow established clinical protocols and meet NCCHC's standard of care.

Rationale: Standardized screening and assessment tools that meet NCCHC standards will provide tools for Correctional Health staff to better assess the immediate and ongoing substance abuse and mental health treatment needs for inmates.

Operational Implications: Enhancing or replacing current assessments with standardized screening and assessment tools may impact the length of assessment administration. The standardized tools built into the EMR are unlikely to significantly lengthen initial medical and mental health screenings.

None of the standardized assessments require additional credentials. Current screening and assessment staff already meet the requirements for administration as licensed clinicians. Therefore, staffing implications are minimal.

Estimated cost: Costs associated with the implementation of the EMR's standardized screening and assessment tools are included in Correctional Health Services' EMR implementation estimates and represent no additional costs.

- *Strategy A2: Conduct classification security assessment.*

Background: SMCSO conducts a classification security assessment for every person who enters the jail system. The following strategy does not suggest changing current jail operations, but documents the first step in the assessment process. The strategies that follow in Section B reflect recommended changes to this process.



Strategy: Upon intake, the jail should continue to conduct classification security assessments. These classification security assessments will continue to be the primary consideration in determining inmates' initial housing assignment.

Rationale: The purpose of the classification security assessment is to make an initial housing assignment that ensures the inmate receives appropriate supervision. As stated previously, this represents no change to the existing process but establishes a starting point for the strategies in Section B.

Operational Implications: No changes are suggested to the use of the initial classification security assessment and no operational implications are associated with this strategy, unless the Sheriff's Office determines a revised classification security assessment tool is desired.

Estimated cost: This strategy is cost neutral and does not represent any additional costs.

- *Strategy A3: Place inmates in initial housing based on classification security assessment*

Background: Currently, SMCSO places inmates into housing based primarily on their classification security assessment. Housing assignments based on classification security assessment ensure appropriate supervision for each inmate. The following strategy does not suggest changing current jail operations. Later strategies recommend that housing assignment may be reconsidered based on additional assessments later in the corrections process.

Strategy: In this plan, inmates would continue to be housed as soon as possible based upon their classification security assessment. This preserves current operations for initial housing assignment.

Rationale: Housing assignments based on classification security assessment ensure both inmate and adult correctional staff safety, and represents standard practice in the jail intake process.

Operational Implications: No changes are suggested to the use of making housing assignments based on the classification security assessment and no operational implications are associated with this strategy.

Estimated cost: This strategy is cost neutral and does not represent any additional costs.

✓ **Service Needs/Risk Assessment**

- *Strategy B1: Conduct service needs/risk assessment within seven (7) days after initial intake.*

Background: San Mateo County Adult Corrections staff currently conduct the CAIS quick screen for all **sentenced** inmates who are serving time in the jail facilities, but housing assignment is based on the classification security assessment. As a result, programming is available to inmates based on their housing assignment and is not necessarily based on service needs. While many



inmates receive access to needed services when their housing assignment matches available programming, inmates can only access programs available in their pod or housing area. This may or may not align with their service needs.

Unlike sentenced inmates, **pretrial inmates** in San Mateo County Adult Correctional Facilities are not currently assessed using the CAIS quick screen or other validated service needs/risk assessments to identify service needs and inform programming recommendations. Therefore, pretrial inmates are placed in housing that may or may not provide access to the appropriate array of reformative, activity-based or reintegrative programming services indicated for an individual inmate.

Strategy: This strategy incorporates a service needs/risk assessment for **all inmates**, both pretrial and sentenced inmates, into the corrections process at San Mateo County Adult Correctional Facilities. The additional level of screening will help staff identify program and service needs for **all** inmates.

In order to identify the service needs/risk of **all** inmates, the service needs/risk assessment should be conducted within 7 days after entering the facility, and include a psychosocial history including level of education, presence of trauma, family history and support system, veteran's status, and other related domains. By waiting to conduct this assessment, the jail will minimize unnecessary time and resources assessing inmates who will only be in the facility for a short period of time and who are unable to take advantage of available programming due to the brevity of their stay.

For **sentenced** inmates, the Sheriff's Office could continue using the CAIS instrument or consider another validated service needs/risk assessment tool, such as the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS), the Level of Service/Case Management Inventory (LS/CMI), or the Florida Inmate Assessment in order to more fully identify his/her service need and risk. For **pretrial** inmates, the jail will likely need to work with criminal justice experts to develop a service needs/risk assessment instrument that excludes questions about criminal offending that are not appropriate for pretrial inmates as contained in the assessments listed above.

Regardless of which tool is used, the service needs/risk assessment should address inmate needs across reform, activity, and reentry programming in order to determine program and service needs for each inmate. Subsequently, additional service needs/risk assessments should be conducted periodically throughout an inmate's stay in order to re-assess inmate programming needs. This will be necessary to establish a continuum of care that can be provided throughout an inmate's custodial time and eventual release.

The service needs/risk assessment should target criminogenic needs, including:

- Anti-social personality



- Anti-social attitudes and values
- Anti-social associates
- Family dysfunction
- Poor self-control, poor problem-solving skills
- Substance abuse
- Lack of employment/employment skills

In addition, inmates should be assessed for the following program and service needs:

- Educational/vocational
- Gender-specific programs
- Family reunification
- Domestic Violence
- Veteran service needs
- Language and culturally specific programs

Recommendations from subcommittees suggest that an assessment of family needs and/or expectations could be included in these “point of entry assessments.” An awareness of familial structure and responsibilities could inform the planning process for release and identify the need for family reunification counseling and additional programmatic needs while in-custody.

Rationale: By identifying individual service needs, the jail will gather information that can be used to inform how to target programming and service offerings based on the needs of each inmate. The use of a comprehensive assessment that accounts for service needs provides the opportunity for the jail to offer more applicable and appropriate services to each inmate, thereby increasing the likelihood that inmates will both participate in and benefit from available programming.

In the course of conducting a more thorough service needs/risk assessment, the SMCSO will also gain significant insight into the needs of the pretrial detention population, which could be of use to the Court and other criminal justice agencies. Consequently, we recommend that the SMCSO work with San Mateo County Pretrial Services and the Probation Department to identify areas where assessment information might also be relevant for pretrial planning and reporting.

Operational Implications: This strategy incorporates a new, additional assessment for *all inmates* who stay at the jail for at least seven days. SMCSO will need to select an instrument for the sentenced population and select or design an instrument for the pretrial population. Because certain information is considered confidential for pretrial inmates undergoing the adjudication process, one system will need to be developed to assess pretrial inmates differently from sentenced inmates. When selecting an instrument, the SMCSO should consider:

- The staff qualifications and training required to administer the selected assessment.



- The length of time required for administration.
- Availability in the public domain or costs for copyrighted materials.
- The structure and usefulness of the information received from the assessment.
- How to manage a dual system where inmates receive different assessments based on their stage of adjudication.

In addition, SMCSO may want to consider developing monitoring and evaluation tools to ensure that each assessment is being administered effectively and correctly. Subcommittee recommendations suggest that additionally funded ROR positions and/or an outside agency such as the Service League of San Mateo that might be able to administer the new service needs/risk assessments.

Estimated costs: This strategy incorporates a new assessment to be completed within seven days post intake and represents additional costs. Each assessment will likely take about 60-90 minutes. For approximately 1,000 inmates per year, this represents a staffing position of one full time equivalency. If 1.0 FTE can be managed through staff reassignment and the tool selected is in the public domain, the costs would be minimal. If this new assessment cannot be completed with existing staff, the costs would include 1.0 additional FTE.

- *Strategy B2: Deliver information on all available programming.*

Background: SMCSO currently offers an extensive array of programs and services to individuals in custody. Unfortunately, many of these programs appear to be underutilized because inmates receive limited information about program opportunities and because many programs are only offered in specific locations within the SMC correctional facilities. Other programs like Choices, Achieve 180, and Men's and Women's Transitional Facilities remain full much of the time.

After the initial series of screenings (medical and mental health screening, classification security, ROR, and service needs/risk assessment) are completed, all inmates are assigned to housing based upon availability and the results of their assessments. This procedure results in substantial supervision needs and some programming needs being met while incarcerated in San Mateo County Adult Correctional Facilities. However, there appears to be insufficient awareness about available programming to engage inmates effectively. Comprehensive information about all of the programming available should be provided to inmates inside the jail so that they can make informed decisions about the choices they have regarding program involvement. This decision-making process for inmates should be incorporated at the end of the service needs/risk assessment.

Strategy: The jail should build on existing program schedules to provide an overview of all available programs to inmates throughout the assessment and intake process with focused attention immediately following the service needs/risk assessment. This information should be



easily available to inmates to ensure that they are aware of program availability throughout their incarceration.

The Sheriff's Office can integrate multiple strategies to disseminate programming information to inmates. Examples include:

- An informational video can be shown on television monitors at Intake and Housing locations.
- A recorded audio description of programs and their goals could be made available on headsets during the intake process.
- Expand the program scheduling information currently available at multiple locations throughout the jail to include informational brochures or program directories.
- Inmates currently engaged in programming can serve as Inmate Ambassadors or mentors to newer inmates.

Some of these methods can be used to communicate with inmates directly about programming in the lounges prior to housing. Once housed in their assigned pods or housing areas, printed informational materials including program description, availability, and schedules for program participation unique to each pod should be available to inmates. Inmate Ambassadors can disseminate first-hand information about the benefits of available programs. The jails should also communicate incentives tied to program participation and completion during this time to motivate inmates to participate in available programs based on their identified needs. To ensure that this strategy will be carried out as efficiently and effectively as possible, the Sheriff's Office will need to identify the most appropriate staff person(s) for this job and provide training on available programming.

Rationale: One of the most significant pieces of feedback received from current San Mateo County Adult Correctional Facilities' inmates was that despite the program schedules currently available, not all programs offered by the jail were known at the time of incarceration. A multi-pronged approach for communicating program information offered by the jail as described above will increase inmate access to that information and will likely increase participation in and benefit from programming.

Operational Implications: Based upon the final selection of communication strategies to be used, SMCSO staff will need to develop a multi-media "in reach" campaign to alert inmates of programs and services available to them while they are in custody.

Estimated cost: The costs associated with this strategy include the development of multi-media materials and staff training for personnel assigned to this role. Staff training costs are likely minimal, and SMCSO will likely need to request bids for materials development.



- *Strategy B3: Place inmate in appropriate pod or housing area based on the combined results of classification security assessment and service needs/risk assessment.*

Background: Inmates are currently housed in pods or housing areas upon completion of their initial classification security assessment and the intake process, and the housing assignments are then reviewed at regular intervals. Housing assignments are currently based primarily on classification security assessment in order to ensure the appropriate supervision and safety of all inmates and jail staff, which is completed at intake and then at regular intervals throughout their detention. Subsequently, inmates are allowed access to the programs that are offered in their particular pod or housing area only. In most cases, the programming that is available is appropriate for their assessed level of classification security. Upon the implementation of a new service needs/risk assessments for all inmates, inmates may have programming needs that are not available in their assigned pod or housing area. In order to maximize the effectiveness and utility of programs already being offered in the jail to inmates who need them the most, housing assignments should be considered based on the **combined results of the classification security assessment and the service needs/risk assessment.**

Strategy: Once the service needs/risk assessment is complete, inmate housing should be reevaluated and, if appropriate for the risk level, changed to accommodate inmate service needs. Although security/facility safety concerns and emergent/urgent mental health and physical health needs should be the primary factor determining inmates' housing assignments, service needs identified by the service/risk needs assessment should also be taken into account as a secondary factor. To encourage inmate program participation, when possible, inmates should be placed in pods or housing areas that offer programming that meets their assessed service needs, regardless of whether the inmate initially indicates interest in participating in programs.

Additionally, the SMCSO may wish to consider a process for inmates to petition for or request placement in a specific pod or housing area based on identified service needs/risk. While safety is of the utmost concern, other jurisdictions that allow inmates to petition for specific housing assignment based on identified service needs/risk report little to no disciplinary problems with this practice but do have clear and enforced behavioral expectations for inmates whose petitions are approved and transfer to alternate pods or housing areas. An in-depth discussion of this strategy is provided in D3.

Rationale: Allowing for the reconsideration of housing assignments based on a combination of the results of the classification security assessment and the service needs/risk assessment will enhance service and program access and therefore participation for jail inmates. This leads to helping inmates to better prepare for reentry by accessing programs that target their unique needs for reformative, activity-based, and reentry programs.



Operational Implications: SMCSO may need to update its policies and procedures for assigning inmate housing based on the combination of classification security assessment and service needs/risk assessment results and follow-up housing considerations within a period of time (e.g. every 30 days). Additionally, a decision tree or decision matrix may be helpful to provide parameters for making decisions about housing assignment based on service needs/risk. Programming may also need to be re-organized so that pods or housing areas provide access to a full array of reform, activity, and reintegrative programming.

Estimated cost: The costs to re-consider housing assignment based on the results of the classification security assessment and the service needs/risk assessment depends on how the process is structured. This strategy requires that staff review housing assignment following the service needs/risk assessment. While this may be possible to accomplish with existing staff, additional staffing resource may be necessary to accommodate the additional housing reviews. If a structured decision-making tool can be developed, the housing assignment reconsideration could be encompassed at the end of the service needs/risk assessment and provided by the 1.0 additional FTE described in Strategy B1 in partnership with existing correctional staff. If this cannot be included in the service needs/risk assessment process, additional staff time may be required to accommodate this strategy.

✓ **Case Management**

Case management is a collaborative process of assessment, planning, facilitation, coordination, evaluation, and advocacy for options and services that meet an individual's comprehensive needs. It refers to the use of a social or mental health worker to secure and coordinate services to support the individuals' identified needs and goals. Case managers use a variety of techniques to engage clients in participating in services and programs, and it is an active way to motivate inmates to access needed services and programs rather than relying on their own internal motivation and will alone.⁸ Case plans are developed directly from the service needs/risk assessment (Strategy B) in collaboration with the inmate with the purpose to address identified needs. Case plan development generally occurs after the service needs/risk assessment and is based on available programs that the individual can realistically access. Needs that cannot be addressed from available programming are documented and alternative strategies to meet the unmet needs can be developed.

- *Strategy C1: Interested inmates are assigned case managers.*

Background: The absence of comprehensive case management has been identified as a critical gap in the SMCO's current correctional facilities' programming. SMCSO has expressed interest in transitioning to a case management model and has already launched a multi-disciplinary team (MDT) to review cases and provide discharge planning services. Currently, comprehensive case management is provided in the Choices Pod for both unsentenced and sentenced inmates.

⁸ Kerry Murphy Healy, "Case Management in the Criminal Justice System," *National Institute of Justice: Research in Action*, February 1999, <https://www.ncjrs.gov/pdffiles1/173409.pdf>.



Correctional Health has also assigned a case manager to assess and provide a hand off for 1170h inmates. After this hand off, Service Connect participates in an MDT that case manages inmates 60 days before release.

The Sheriff's Office provides case management for those eligible for modified release to residential treatment programs via an MDT comprised of probation, the service league of San Mateo County, Choices and Job train.

Achieve 180 provides comprehensive case management for eligible sentenced inmates.

Strategy: Case management should be made available in appropriate languages to all inmates who express interest. It is important to note the voluntary nature of the case management relationship; some inmates may not feel that case management is necessary or choose not to participate. For those that opt in to case management, a case manager should be assigned.

Rationale: Case management provides the link from identified service needs/risk to the development of an action-oriented plan that increases the likelihood inmates will access services to address their identified needs. When inmates are able to translate their needs into concrete steps, problems and issues that seem insurmountable become more manageable. Through this process, inmates play a role in creating their case management plan (including their programs and services curriculum) and develop the motivation to address the issues and problems that likely contributed to their incarceration and that will influence future reentry success and the likelihood of recidivism.

Operational Implications: SMCSO will need to integrate case management into the assessment process. Immediately following the service needs/risk assessment, the inmate should be offered the choice of participating in case management. For those inmates who indicate they are interested in case management, SMCSO will need to define the policy and procedure for assigning a case manager in the assigned housing unit and working with the in-custody MDT and other reentry service providers to ensure a smooth and coordinated transition of case plans to other partner agencies.

Estimated cost: The addition of case management into the jail system will likely result in additional staffing costs. Depending on the case management model selected, typical case loads range from 20- 200 individuals per full-time case manager. This range is generally based on the frequency and intensity of case management services. The level of staffing resources required depends not only on the case management model selected but also on the number of inmates who elect to participate in case management. If the level of need varies between housing units, SMCSO could employ differing levels of case management based on the needs of inmates in each housing unit. For example:

- If some housing units have a majority of inmates with a high level of need or inmates with shorter sentences who are closer to discharge and reentry, SMCSO could implement a case management model with smaller caseloads and more intensive services.



- A less intense model with higher caseloads could be used on housing units with inmates with lesser needs or who have longer sentences.

The costs associated with case management are directly related to how many staff would be required to implement the selected model(s). Regardless, additional staffing will likely be required to implement a more comprehensive case management system.

- *Strategy C2: Develop individualized case plans.*

Background: Currently, SMCSO does not use individualized case plans for individuals outside of the Achieve 180 program.

Strategy: Case management uses an individualized case plan to create actionable steps for inmates to address identified service needs. Case managers will work with inmates to develop individualized case plans based on the inmates' service needs/risk assessment. The case plan will map programming and services to address identified needs that led to their involvement with the criminal justice system and that would likely increase the risk of recidivism if not addressed. Incentives for participation can also be included in the case plan to make explicit the benefits of program participation. Strategy D2 offers a more detailed discussion of program incentives.

Rationale: Every inmate comes into the jail with his or her own individual history and past experience with the criminal justice system. The individualized case plan and program curriculum takes into account the individual needs of inmates to support rehabilitation and reentry and acts as a 'partnership agreement' between the case manager and the inmate; goals are based on the need and motivation of the inmate. The individualized case plan can be used to chart the inmate's progress and hold both the inmate and case manager accountable for improving the inmate's behavioral health.

Operational Implications: The individualized case plan does not pose significant implications to jail operations above and beyond the operational implications of implementing case management. SMCSO will need to consider the length of time to develop case plans with each interested inmate. SMCSO will need to ensure having the properly trained staff or staff with the correct qualifications to conduct case management and to develop individualized case plans with inmates.

Estimated cost: As individualized case planning is an integral part of case management, the estimated costs for individualized case planning are described in Strategy C1 include the costs of case planning for all participating county inmates.

- *Strategy C3: Conduct regular follow-up meetings to track progress in programming.*

Background: SMCSO has expressed interest in implementing an in-custody case management model. Regular follow-up meetings between the case manager and inmate are a routine case management practice.

Strategy: Case managers will meet with inmates at regular intervals to track programming progress, reassess service needs, and revise individualized case plans as needed. Case managers should also use this time to begin reentry transition planning and to establish linkages to community-based services.

Rationale: The individualized case plan can be used to chart the inmates treatment progress and hold both the inmate and case manager accountable to the case plan agreements. Regular, follow-up meetings help the inmate and case manager monitor progress towards goals and revise goals as the inmate achieves stated goals or as needs change. Regular follow-up meetings also provide the opportunity for the case manager to both motivate and hold the inmate accountable for their choices about program participation.

The case management relationship and follow-up meetings not only provides regular opportunity to motivate and monitor inmate progress, it also provides a consistent relationship for the inmate with a jail staff. Inmates' perception of interactions with sworn and professional staff in the jail can have a critical impact on inmate success. Strained relationships with correctional officers can negatively impact program participation, whereas the perception of staff support helps facilitate inmate participation. In this model, the case manager frequently acts as a representative of the jail staff. This often generalizes to jail staff as a whole resulting in inmates' perception that all jail staff are invested in their rehabilitation and success.

Operational Implications: Follow up meetings between case managers and inmates do not pose significant operational implications on jail policy and procedure. SMCSO will need to consider the length of time to conduct regular meetings between case managers and inmates. SMCSO will need to ensure having the properly trained staff or staff with the correct qualifications to conduct case management with inmates.

Estimated cost: As follow-up meetings are an integral part of case management, the estimated costs for this strategy are encompassed in the resource needs described in Strategy C1.



✓ **In-Custody Programming**

- *Strategy D1: Develop a series of program schedules and/or curricula to ensure each pod offers a mix of reform, activity, and reentry-based programming to meet inmate needs.*

Background: Currently, general population inmates, and especially male general population inmates, have limited access to reform and reintegration programming. The majority of this programming is offered only in CHOICES and Transitional pods or housing areas.

Strategy: Each housing pod should offer a mix of reform, activity, and reentry-based programming, although the nature and extent of the specific programming mix should vary by location. For example, the Men's and Women's Transitional Facilities should continue to emphasize reentry programming – especially employment opportunities – to facilitate these inmates' smooth transitions out of custody. Nonetheless, Transitional Facility inmates should also receive a mix of reform and activity programming to address their other needs. Similarly, CHOICES pods should incorporate more activity and reentry-based programming to balance out the extensive reformative programming currently offered. General Population pods, which currently offer the most limited programming opportunities, should revise or expand program schedules and structured curricula that incorporate a mix of all three programming types for inmates with varied lengths of stay. Where appropriate, the jail should utilize modular programming using curriculum separated in discrete units that can be provided independently from the other units in the curriculum.

Gaps identified by RDA and subcommittees include the addition or expansion of:

- Vocational training
- Employment Preparedness programming
- Gender Responsive programming (for both men and women)
- Domestic Violence service and programs
- Trauma-informed services
- Veteran Services
- Regular physical activity
- Cognitive behavioral groups
- Mental Health / Life Skills (Inmate Behavior/Management Plans)
- Educational classes (that can be continued upon release)
- Computer programming
- English as a second language classes
- Financial literacy classes
- Pre-release classes
- Family reunification programming (MOMs, DADs programs)
- Classes that teach ways to navigate the social service system upon release



The Sheriff's Office should also consider developing an individualized program schedule for each participating inmate.

Rationale: An appropriate mix of the three different types of programming is essential in program planning and implementation. By offering a variety of programming in each pod, inmates can work with their case manager or other jail staff to participate in the programs that best suit their service needs. Providing inmates with positive ways to structure their time, whether through activities or through reform and reentry programming, also offers significant benefits for jail security. Additionally, modular programming maximizes program utility, especially when inmates housed together have varied sentence lengths.

Not all inmates will be interested in all types of programs; the jail should invest programming resources in those inmates who express interest in participating in jail programs, particularly those who are assigned a case manager. In addition, San Mateo County Adult Correctional Facilities should use the evidence-based practice model supported by the US National Institute of Corrections to select programs and curriculum and offer a mix of reformatory, activity and reintegrative programming in each housing pod.

Operational Implications: In order to carry out Strategy D1, SMCSO will need to re-classify its jail-based services and programming on the reformatory, activity, and reintegrative continuum of services to align with the National Institute of Corrections (NIC) best practices for jail programming. Programming and service schedules will need to be revised based on the change in programming availability within each pod.

Subcommittee recommendations include implementing a performance measurement system to gauge the efficacy of current programs. This would allow the SMCSO to promote those programs that are successful and consider methods for improving or replacing those that are not effective.

Estimated Cost: This strategy represents some of the more significant costs of this initiative. One component of this strategy includes reorganizing existing programs and is likely to have only minimal costs associated. The selection and implementation of additional programs, however, carries costs of additional staffing, purchase of supplies and curricula, and training development. Costs will vary based on the amount of new programming to be implemented, the level of effort and staffing required for each new program, and if there is a cost for curriculum and supplies.

- *Strategy D2: Incentivize program participation.*

Background: Currently, the primary incentive for program participation is participation in an activity and any learning or personal development gained. San Mateo County Adult Correctional Facilities should consider enhancing rewards for positive inmate behavior while participating in jail-based programming beyond the guidelines set by their sentencing.



Strategy: Case managers should work with inmates to encourage prosocial behavior and reward inmates for jail programming participation and completion. The Sheriff's Office should work with providers to create a set of in-custody incentives to encourage program participation. Potential incentives can include:

- Increased visitation
- Later curfews for work release inmates
- Later lock-in times
- More phone access
- More recreation time
- More television
- Access to more television channels
- Certificates of completion
- Letters of recognition
- Work furlough if otherwise eligible
- Inmate worker programs
- Improved housing assignments

Examples of incentive based in-jail programming include the Earned Incentive Program in Arizona⁹, Correction Enterprises in North Carolina and Transitions Project in Oregon.¹⁰

Rationale: Incentivizing program participation, as part of the broader effort to promote successful reentry, can have a positive impact on an inmates' behavior and increase program completion rate. Encouraging inmate adherence and programming success will likely result in the increased safety of inmates and jail staff and in the successful reentry of inmates once released from the jail.

Operational Implications: Incentivized programming requires coordination and planning prior to implementation. SMCSO will need to create a structure and protocol for an incentive system and vet them with appropriate stakeholders in the corrections process (e.g. Probation and the Courts). Case managers will need to coordinate with other jail staff to ensure that incentives are provided in a timely manner. Different incentives will need to be evaluated for their appropriateness for different types of inmates and should be salient to the type of behavior that is encouraged. For example, increased visitation with family would be an appropriate incentive for an inmate successfully participating in a parenting-skills program.

⁹Arizona Department of Corrections, *Earned Incentive Program*, January 11, 2011, <http://www.azcorrections.gov/Policies/800/0809.pdf>.

¹⁰ Reentry Policy Council, *Report of the Re-Entry Policy Council: Charting the Safe and Successful Return of Prisoners to the Community*, New York: Council of State Governments, January 2005, <http://reentrypolicy.org/Report/PartII/ChapterII-B/PolicyStatement15/Recommendation15-D>.

Estimated Cost: Incentivizing program participation and completion generally only carries the cost of the incentives. The majority of the incentives listed in this strategy carry little to no cost. As such, the only cost would potentially be if increasing recreation or creating later lock-in time required additional staff supervision.

- *Strategy D3: Establish a process whereby inmates can apply to participate in programming that would otherwise be inaccessible due to security or other classification-based limitations.*

Background: Currently, inmates only have access to services and programs available at their housing unit. This method emphasizes the safety of the inmates and jail staff by having the appropriate security level applied to an inmate's risk classification. Also, an inmate's classification security assessment result is thought to be representative of the level of service need and programming intensity. However, the addition of a service needs/risk assessment may result in the identification of additional service or program needs not previously considered. Therefore, in order to ensure that inmates can access treatment and programming to meet their identified needs and improve outcomes, jail staff should consider allowing inmates to participate in programming outside of their security classification or housing assignment.

Strategy: The Sheriff's Office should establish a process whereby inmates can apply to participate in programs that would otherwise be unavailable due to security classification. Alameda County's Santa Rita Jail provides a model for this, allowing inmates to apply for programs for which they are not automatically eligible. As part of this process, inmates are required to sign a contract with the jail explicitly stating their commitment to following all program and facility rules and acknowledging a zero-tolerance policy for major rule violations. Inmates who are given access to programs outside of their security classification immediately lose the privilege to participate upon any infraction. Santa Rita Jail programming staff reported no security or safety breaches related to this process.

In addition, the Sheriff's Office should continue expanding opportunities for inmates who have been convicted but not yet sentenced to participate in lower security custodial alternatives available to sentenced inmates, including the ASB's Sheriff's Work Program (SWP), Electronic Monitoring Program (EMP), and Work Furlough, and Men's and Women's Transitional Housing programming. The Sheriff's Office should also continue increasing the use of GPS tracking devices and other electronic monitoring devices (EMD) to allow more inmates to utilize these lower-security programs while enabling the Sheriff's Office to continue to provide the higher levels of supervision that these inmates may require.

Rationale: By allowing inmates to participate in programs that target identified service needs/risk but are outside of their security classification, jail staff help inmates access needed treatment, therapy, education or skill-building support their rehabilitation and reentry.



Operational Implications: Jail policy and procedures would need to be updated to reflect this new process, all of which would need to be communicated throughout the facilities to staff and inmates. Additionally, all staff would need to be trained in the zero-tolerance policy for major rule violations.

Estimated cost: This strategy is cost neutral, as it requires no additional resources or staffing to complete.

✓ **Reentry and Transition Planning**

- *Strategy E1: Assess inmates for post-release service needs.*

Background: A multi-disciplinary team of select jail staff, members of the Sheriff's Office, Correctional Health, Behavioral Health and Recovery Services, Human Services'-Service Connect, Probation Department, Educational agencies, and Service League staff assess current inmates' post-release service needs. This was developed in response to newer types of jail populations, such as the 1170(h) and Post Release Community Supervision (PRCS) within the AB 109 population, bringing longer-term inmates into the custody of the County's adult correctional facilities. Because these populations are new to the jail, different strategies for reintegration or different types of programs may be required to properly serve these demographics to reduce recidivism and ensure the community's safety.

Strategy: Case managers will work with inmates to identify post-release needs, including housing, financial counseling, identification, medical and behavioral health treatment, ongoing educational and vocational training, and job placement services. To facilitate this process, SMCSO should consider developing a reentry checklist addressing common inmate release needs. This checklist can be made available to all inmates, including those who have opted out of case management services. For inmates who will be released to probation supervision, this assessment should be conducted collaboratively with the San Mateo County Probation Department; for 1170(h) inmates released to Mandatory Supervision, the Sheriff's Office should ensure that this planning aligns with the Local Implementation Plan.

Rationale: Assessing each inmate for their post-release service needs and facilitating linkages between inmates and community based services increases the likelihood of successful community reintegration upon release. A checklist that is user friendly, at an appropriate reading level, and available in multiple languages will help to demystify the process of reintegration and organize the myriad tasks for reentry.

Operational Implications: With a multi-disciplinary discharge planning team in place and the addition of case management staff to the team, there are minimal operational implications associated with the implementation of this strategy. Creating or selecting an existing checklist requires minimal resources and training.

Estimated Cost: If the SMCSO chooses to implement the case management strategies previously discussed, this checklist would be a component of case management services for those enrolled and carries no additional cost. For those not enrolled in case management, the checklist is intended to be self-administered therefore carrying no cost. This strategy is therefore cost neutral.

- *Strategy E2: Assess and support inmates for post-release financial obligations.*

Background: As the jail moves toward implementing a full case management model, post-release financial obligation assessment and programming will be an integral component to inmate transition planning.

Strategy: For those inmates that identify having post-release financial obligations during their risk/service needs assessment or throughout the case management and discharge planning process, participation in a financial literacy program while incarcerated could improve his or her ability to manage finances effectively. Based on the results of the service needs/risk assessment, case managers should suggest financial literacy training and work with inmates to identify outstanding financial obligations, especially criminal justice debt, such as restitution and court fees, and child support payments. Upon identifying debt obligations, the case managers should work with inmates to contact the appropriate agencies to develop feasible payment plans.

Rationale: Money management skills are essential after an inmate has been released from jail. Outstanding financial obligations such as restitution and court fees, have a significant impact on newly released individuals and could result in increased stress, extreme poverty, and a return to criminal behaviors that generate income (e.g. narcotics sales). Helping inmates learn to successfully plan and manage their finances supports successful reentry outcomes. Because the County already partners with JobTrain and Service Connect to address issues like employment and job skills, the Sheriff's Office should explore additional opportunities to link inmates to post-release services like money management through existing partnerships.

Operational Implications: The assessment of post-release financial obligations could be included in the service needs/risk assessment with targeted goals and strategies outlined in the individual's case plan. This has few operational implications above and beyond what is described in the case management section. The addition of financial literacy and money management training for inmates requires that this programming and associated service provider be selected and that the training be included in the programming materials. By leveraging existing relationships with service providers, SMCSO can minimize the operational impact of implementing this strategy.

Estimated Cost: The costs of including post-release financial obligations and planning post-release money management are included in the existing case management costs in Section C. The cost of adding a financial literacy or money management service or training program is new

and depends on who is selected, what the format is, and the amount negotiated. This should be a commensurate amount with other contracted services provided in the jail by non-jail staff.

- *Strategy E3: Assess inmates for entitlement eligibility.*

Background: As SMCSO moves toward implementing a full case management model in the jail, assessing inmates for entitlement eligibility should be integrated into case management services. Assessing for entitlement eligibility can be integrated as a regular part of the assessment and transition planning between an inmate and case manager.

Strategy: Case managers should assess each inmate to see what, if any, entitlement programs inmates received prior to incarceration and what they will become eligible for post-release. Entitlement programs can include but are not limited to Supplemental Nutritional Assistance Program (SNAP), Medi-Cal/Medicare, Veterans' Benefits, General Assistance, SSI/SSDI, etc.

Rationale: Navigating external systems to find financial, food, and housing support can be confusing and difficult. Where needed, case managers should help inmates navigate external systems that will likely affect inmates' ability to successfully remain out of custody, including obtaining necessary identification documentation required for applications and beginning the application process for entitlement benefits.

Operational Implications: Because inmates are already assessed by the multi-disciplinary team for reentry, there are minimal operational implications associated with the implementation of this strategy. Case managers can integrate assessment of entitlement eligibility into the standard practice for reentry preparation.

Estimated cost: The estimated costs for this component are integrated into the costs of providing case management staff. With case management staff in place, there should be no additional costs for this strategy.

- *Strategy E4: Link inmates to community-based services.*

Background: While inmates prepare for reentry, SMCSO can use this opportunity to directly connect inmates with community-based service providers to support their post-release service needs.

Strategy: Case managers and in-custody service providers should work with inmates to identify post-release service needs and match them to available resources. As part of this process, case managers and service providers should help inmates connect with these services while still in custody to facilitate the referral and ensure that services are available upon release. Where possible, case managers should facilitate meetings between inmates and County support agencies, Service Connect, and other community-based program staff so that inmates and providers can establish a relationship prior to release, which will increase the chances of successful linkage upon release. If an inmate has begun a service in the jail and would like to

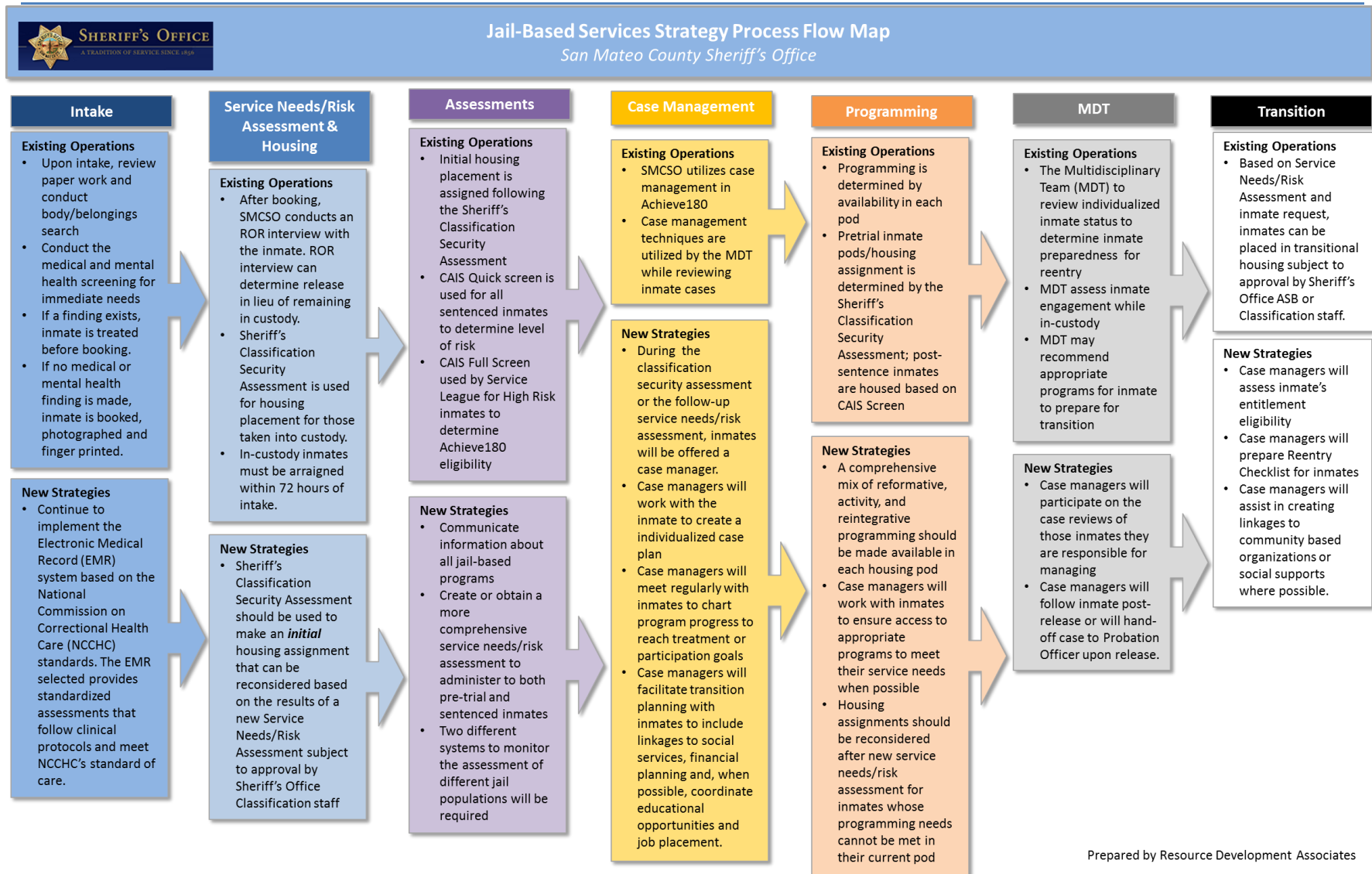


continue the service upon release (e.g. GED classes, AOD treatment), any opportunity to arrange the continuation of classes or training workshops prior to their release should be considered.

Rationale: Post-release support includes assistance with housing and linkages to community-based employment, medical, mental health, and recovery services. Because many inmates lack housing or a support system upon release, many turn to prior acquaintances still involved in illegal activities, making it hard for even well intentioned individuals to remain crime-free. For some, the stress and anxiety surrounding release from jail is exacerbated by concerns about personal safety upon being released. SMCSO can use linkages to community-based service providers to ensure that post-release housing and other services will support the rehabilitation and treatment of individuals. By creating the necessary service and programming infrastructure for formerly incarcerated individuals, SMCSO will increase safety to the community by reducing the potential for recidivism.

Estimated cost: The cost of transition and discharge planning is included in the cost of case management and represents no additional costs. Post-release services carry a cost for service delivery, but the jail can take advantage of existing community-based services from the existing network of care and incur no additional costs.

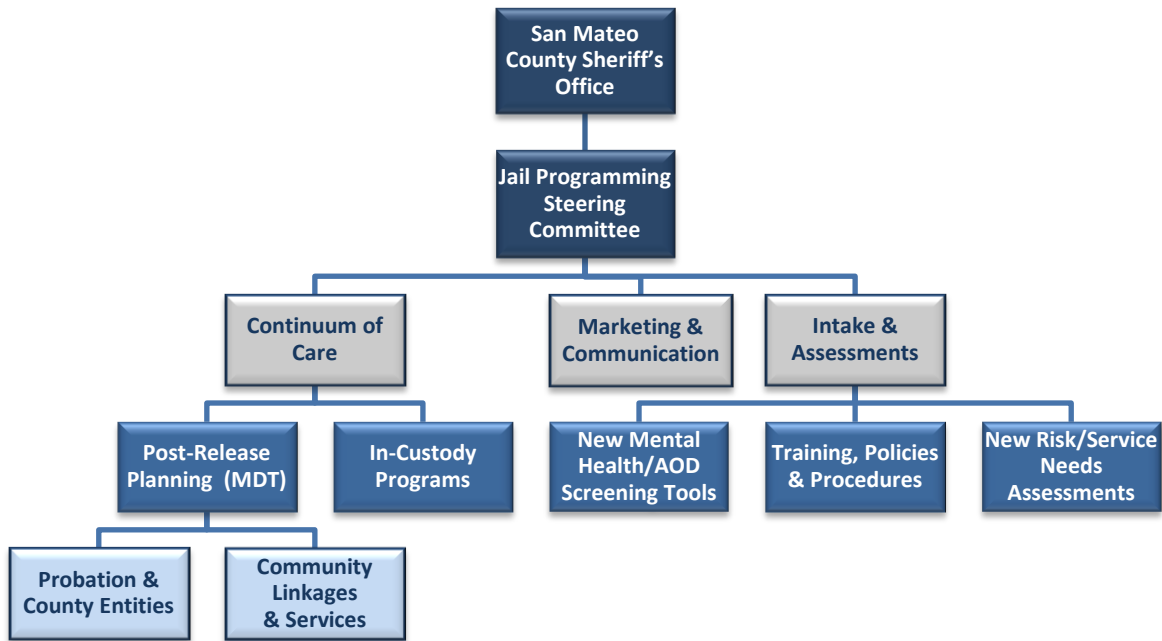
Jail Processing Flow Chart with Strategies



Implementation of Timeline/Workplan for Strategies

This segment of the Strategic Implementation Plan links the recommended strategies to the tasks required for execution. Each section outlines the framework for incremental steps and tasks required to achieve the identified strategies in service of the overall vision to improve jail programming in San Mateo County. While the Strategic Implementation Plan includes recommendations based on input from San Mateo County Community Corrections stakeholders, SMCSO maintains final authority on all decisions for programming within the jail.

The diagram below provides the recommended committee and working group structure to support the requisite planning and implementation processes.



1st & 2nd tier: Strategy | 3rd tier: Advisory & Planning Teams | 4th & 5th tier Implementation Work Teams



Decision-making processes and activities in preparation for implementation:

- **Convene a Steering Committee** composed of existing members and any additional Community Corrections stakeholders, to serve as an advisory group as the Sheriff's Office moves to make final decisions about the implementation of the identified strategies.
- **Assemble three Advisory Committees** to plan and supervise the research and preparation for implementation of each of the strategies:
 - Intake and Assessments
 - Marketing and Communication
 - Continuum of Care
- **Organize a series of Implementation Work Teams** that can manage the tasks required to prepare for implementation of each strategy:
 - Intake and Assessments
 - Classification Security Assessment
 - Service Needs/Risk Assessment
 - Training, Policies and Procedures
 - New Mental Health/AOD Screening Tools
 - Marketing and Communication (to develop overarching implementation marketing and communication plan)
 - Continuum of Care
 - In-Custody Programs
 - Community Linkages
 - In-Custody Case Management
 - Post-release Case Management or Probation
- **Apply for funding** to offset costs of implementing new strategies.

Intake and Assessment Advisory Committee

Strategy B: Service Needs/Risk Assessment

- Review and select service needs/risk assessment tools for **sentenced** inmates, including the current CAIS quick screen. (Note: selected assessment can be rolled out in increments if CAIS instrument is to be replaced.)
- Explore existing service needs/risk assessment tools and assess for appropriateness for **pretrial** inmates. If no appropriate tool exists and the decision is to create a customized service needs/risk assessment, access consultation from experts in the field to develop a legally compliant pretrial assessment tool. Once the pretrial instrument is completed:



- Pilot the instrument with a small group of individuals entering San Mateo County Adult Correctional Facilities;
 - Monitor the pilot program for any noticeable improvements in program placement as a result of the new service needs/risk assessment;
 - Evaluate data collected from the service needs/risk assessment and implementation monitoring;
 - Use data analysis to inform any necessary changes to the service needs/risk assessment instrument;
 - Transition to the new service needs/risk assessment instrument for all pretrial individuals entering San Mateo County Adult Correctional Facilities;
 - Continue to monitor the impact of the more comprehensive assessment on program enrollment and completion and housing reassignments.
- Draft policies and procedures to guide the administration of new service needs/risk assessment.
 - Communicate new intake procedures to staff to inform them of expectations and ensure buy-in.
 - Provide requisite staff training based on selected assessment.
 - Develop decision tree/matrix to structure housing assignment decisions based on additional information from service needs/risk assessments.
 - Create a multi-pronged marketing and communication plan for informing inmates about programming using different forms of media (i.e., a paper based directory of programs and services, an audio tape of program availability, a continuous loop video that can be shown on monitors throughout the jail).

[Continuum of Care Advisory Committee](#)

[In-Custody Programs](#)

Strategy C: Case Management

- Select and design case management model(s).
- Develop processes, policies and procedures for case management;
- Identify or draft the materials required for case management (consent/participation agreement, case plans, progress notes, case plan updates, discharge plans);



- Consider leveraging existing community corrections partnerships for outsourcing case management positions;
- Recruit and train appropriate staff in preparation for case management implementation. If necessary, recruit externally for case management positions.

Strategy D: In-Custody Programming

- Design a series of structured curricula that incorporate a mix of reform, activity and reintegration programming to meet the needs of inmates with varied lengths of stay;
- Draft policies and procedures for inmate participation in programming;
- Select appropriate incentive based programming to include opportunities to participate in programming not accessible in assigned pod;
- Consider the creation of a special needs pod for those with serious mental illness that would include a range of suitable programs;
- Develop a comprehensive evaluation process to assess program efficacy.

Post-Release Planning (MDT)

Strategy E: Reentry and Transition Planning

- Create a checklist to standardize the reentry assessment conducted by MDT;
- Develop a process to integrate reports from Case Managers in MDT assessment;
- Develop a tool to assess pre-release inmates for entitlement eligibility;
- Expand network of community based service providers willing to provide linkages for inmates upon release;
- Build relationships with educational programs to tie in-custody programming to educational opportunities upon release;
- Ensure in-custody vocational programs are linked to employment opportunities upon release.

The first priority is to make the final decisions about what direction SMCSO would like to see this project take. We estimate 3-6 months for the decision-making process to be completed. It is important to communicate the final plan to Sheriff Office staff to inform them of upcoming changes and engage them in implementation planning work teams.



In addition to the strategies above, the development of performance measurement system to monitor the efficacy of the new assessment and related changes in policies, procedures and programs is highly recommended if the Sheriff's Office is to effectively assess program efficacy.

The following timeline illustrates the tasks required to move towards implementation over the course of the next 4 years and includes milestones such as the opening of the new jail in 2015.



Jail Based Services and Reentry Programming Strategic Implementation Plan

San Mateo County Sheriff's Office

	2013				2014				2015			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Governance	Establish the Steering Committee & Oversight Committee	SMCSO & Steering Committee Finalizes Strategies	Oversight Committee Meeting	Work Groups Meet	Steering Committee Meeting	Work Groups Meet	Oversight Committee Meeting	Work Groups Meet	Milestone: New Jail Opens	Work Groups Meet	Oversight Committee Meeting	Work Groups Meet
		Establish Work Groups	Work Groups Meet		Oversight Committee Meeting		Work Groups Meet		Oversight Committee Meeting			
Intake			Continue to develop Correctional Health Services EMR system based on the National Commission on Correctional Health Care (NCCHC) standards.	Draft P&P for intake process	Fully implement the new Correctional Health Services EMR system.							
				Communicate intake procedures to staff								
Service Needs/Risk Assessment – Sentenced Inmates		Steering Committee & SMCSO finalize use of CAIS Or New Service Needs/Risk Assessment	CAIS: Draft P&P for CAIS process	CAIS: Train staff, if needed	Implement CAIS							
			New: Review and select assessment tool	New: SC & SMCSO approve assessment tool	New: Communicate new assessment process to staff	New: Provide requisite staff training based on new assessment tool	Implement new assessment tool					
Service Needs/Risk Assessment – Pre-Trial Inmates			SC & SMCSO review existing assessment tools	Vet assessment tool with D.A. and Public Defender	Existing: Draft P&P for new assessment process with existing tool	Existing: Draft P&P for new assessment process with existing tool	Existing: Draft P&P for new assessment process with existing tool	Existing: Draft P&P for new assessment process with existing tool	Existing: Finalize P&P based on findings from Pilot phase	Existing: Implement assessment process with existing tool		
			SC & SMCSO select existing assessment tool Or Create new assessment tool	Existing: SC & SMCSO approve the use of assessment tool	New: Design new assessment tool	New: Vet assessment tool design with relevant stakeholders	New: Communicate new assessment process to staff	New: Provide training based on new assessment process with new tool	New: Finalize P&P based on findings from Pilot phase	New: Implement assessment process with new tool		
Case Management			SC & SMCSO select Case Management model	Communicate new Case Management process to staff	Phase I: Hire CM staff and provide training based on CM model	Phase I: Implement CM for Sentenced Inmates	Phase I: Review and revise P&P based on Phase I implementation	Phase II: Hire additional CM staff and provide training based on CM model	Phase II: Implement CM for Pre-Trial inmates			
			Draft P&P, case plan templates, CM tools, etc.									
In-Custody Programming			Review current inventory of programs and gaps	Select new programs or enhance existing programs by subcommittee area (Health, Education, Vocational Training, Socialization, Re-entry and Family Reunification) - Ongoing								
			Prioritize content areas for program development	Review program array and accessibility in pods based on housing assignment and length of stay	Draft plan to implement program array in pods	Incorporate Oversight Committee and Work Groups' feedback into pod program plan						
			Develop plan to disseminate programming information to inmates	Develop information/media about jail programs	Vet pod program plan with Oversight Committee and Work Groups	Implement pod program plan						
			Vet and confirm dissemination plan & communicate plan to staff		Implement program information dissemination plan							
Continuity of Care & Transition Planning			Develop Reentry Checklist	Incorporate CMs into MDT	Finalize P&P & communicate changes to staff	Begin entitlement screenings						
			Draft P&P based on Checklist and CM procedures & communicate future changes to staff		Provide training to requisite staff on new Reentry assessment process							

Legend

SMCSO = San Mateo County Sheriff's Office
 SC = Steering Committee
 OC = Oversight Committee
 WG = Working Group
 P&P = Policies & Procedures Manual
 D.A. = District Attorney
 MH = Mental Health
 AOD = Alcohol and Other Drugs

*Please note: This timeline is subject to change.

Fiscal Implications & Funding

While many of the strategies delineated in this plan are cost neutral, there are three areas of this plan that will require additional resources for implementation: service needs/risk assessment, case management, and in-custody programming. This section of the report categorizes the costs by staffing and operational expenses and suggests possible sources of funding for the activities.

Staffing

Service Needs/Risk Assessment: Strategy B1 recommends adding a validated service needs/risk assessment to identify the service needs of each inmate seven days after intake. Strategy B3 then suggests reconsidering housing assignment based on assessed needs and security classification. The cost of implementation is approximately 1.0FTE.

Case Management: All of the strategies listed in the Section C: Case Management and Section E: Reentry and Transition Planning are dependent on the addition of case management staff to complete case plans, regular case management meetings, and facilitate all reentry and transition planning. The number of FTEs required is dependent on the model selected. The cost of implementation varies based on the number of FTEs required for the case management model selected.

Programming: The addition of new programming will require additional staffing to facilitate the selected reform, activity, and reentry based programs. SMCSO could choose to hire additional staff, contract program delivery to other service providers, or implement a blend with some activities facilitated by SMCSO staff and some by contract providers. The cost of implementation of this set of strategies varies based on the programming selected and the structure of service delivery.

Operations

Risk/Service Needs Assessment Strategy B2 recommends the development of multi-media materials to inform inmates of available programming while incarcerated. This could include videos, taped messages, and written materials (e.g. flyers and handouts). The cost of implementation varies based on the materials selected for development.

Programming: Strategy D1 recommends the development of a series of program schedules and/or curricula to ensure that each pod or housing area offers a mix of reform, activity, and reentry based programming to meet inmate needs. Based on the programs selected and the structure of service delivery (i.e. SMCSO or contract provider service provision), the costs include the purchase of curriculum and materials. The cost of implementation varies based on the programs selected.

The next page provides a summary of all of the strategies listed and the estimated costs for implementation. All of the strategies are either listed as cost neutral or provide information on the costs that would be incurred.



Domain	Strategy	Estimated Cost
Intake	A1: Conduct mental health and medical screenings for all persons taken into custody.	Cost neutral
	A2: Conduct classification security assessment.	Cost neutral
Service Needs/Risk Assessment	B1: Conduct service needs/risk assessment within seven (7) days after initial intake.	Addition of 1.0 FTE
	B2: Deliver information on all available programming.	Materials development and production costs
	B3: Place inmate in appropriate housing based on the combined results of the classification security assessment and service needs/risk assessment.	Cost neutral
Case Management	C1: Interested inmates are assigned case managers.	Addition of Case Management Staff. Number of FTEs to be added depends on case management model selected.
	C2: Develop individualized case plans.	Addition of Case Management Staff described in C1.
	C3: Conduct regular follow-up meetings to track progress in programming.	Addition of Case Management Staff described in C1.
In-Custody Programming	D1: Develop a series of program schedules and/or curricula to ensure each pod offers a mix of reform, activity, and reentry based programming to meet inmate needs.	Addition of program staffing, supply and curriculum costs, and staff training. The actual costs depend on the programs selected and whether new programs are provided by SMCSO staff or contract providers.
	D2: Incentivize program participation.	Cost neutral
	D3: Establish a process whereby inmates can apply to participate in programming that would otherwise be inaccessible due to security or other classification-based limitations.	Cost neutral.
Reentry and Transition Planning	E1: Assess inmates for post-release service needs.	Addition of Case Management Staff described in C1.
	E2: Assess and support inmates for post-release financial obligations.	Addition of Case Management Staff described in C1.
	E3: Assess inmates for entitlement eligibility.	Addition of Case Management Staff described in C1.
	E4: Link inmates to community-based services.	Addition of Case Management Staff described in C1.



Funding Opportunities

SMCSO may wish to leverage existing funding sources or consider applying for additional funding for the addition of case management and the implementation of evidence best practices in jail programming to support rehabilitation while in-custody and facilitate successful reentry post-release. Current funding that may be available for re-consideration includes the Inmate Welfare Fund and AB109 funding allocations.

The Office of Justice Programs, Bureau of Justice Assistance (BJA) has provided funding for reentry support through the Second Chance Grant program. The Department of Health and Human Services, Substance Abuse, and Mental Health Administration (SAMHSA) has provided funding through the Offender Reentry Program. While both are focused on improving outcomes for people exiting jails and prisons, both recognize that the continuum of care begins during incarceration and ends post-release. As such, both allow for funds to be spent on reentry supports both in-custody and post-release. SMCSO should consider both the BJA and SAMHSA grants in partnership with the Probation Department and continue to screen for possible grant opportunities via grants.gov, the federal porthole for funding opportunity announcements.

While most foundations are unlikely to support in-custody services, the Robert Wood Johnson Foundation (RWJF) has provided funding to implement evidence based practices and evaluate their outcomes related to recidivism in jail-based settings. The focus of the previous round of funding was young men of color in the criminal justice system. SMCSO may wish to monitor the opportunities posted by RWJF for funding announcements that may support the strategies in this plan.

SMCSO may be eligible for other federal, state, and local funds as they become available, in addition to collecting private donations.



Appendices:

Appendix A: Guiding Principles Document

Appendix B: Gap Analysis Report

Appendix C: Strategic Implementation Plan Presentation

Appendix D: Subcommittee Recommendations



Appendix A: Guiding Principles

Purpose:

The Sheriff's Office Jail Programming Committee reviews inmate programs and services offered at San Mateo County Adult Correctional Facilities and provides recommendations to enhancements, modifications and additions to programs and services delivered to inmate populations.

Goal:

To achieve a model for providing quality inmate programs and services for our adult correctional facilities that reflects a continuum of custody, care and case management throughout an inmate's incarceration and has a positive impact on recidivism rates and public safety in San Mateo County.

Guiding Values:

1. **Accountability.** The Jail Program Committee will make sure the taxpayer funds are used in the most efficient and effective manner for the treatment and rehabilitation of San Mateo County Adult Correctional Facilities inmates.
2. **Integrity.** The Jail Program Committee prepares reports with honesty, accuracy, and consistency.
3. **Utility.** The Jail Program Committee ensures that jail programs are available to those inmates who are most in-need or at-risk.
4. **Cultural Competency.** The Jail Programming Committee recommends programs and services to support the diverse racial, ethnic, linguistic, gender, sexual orientation, disability, age, and geographic needs of inmates.
5. **Continuous Learning.** Through ongoing assessment of service delivery systems and programs, the Jail Programming Committee will work to improve and expand services.
6. **Strengths Based.** The Jail Program Committee rewards good work and celebrates program success.

Structure:

The Jail Programming Committee is a multi-disciplinary team consisting of members from the San Mateo County's Sheriff's Office, Probation Department, Legal Office, Jail Planning, Correctional Health, Service League, Human Services Agency, Behavioral Health & Recovery Services, Project Read, Department of Education, Job Train, El Centro de Libertad, Shelter Network, local college researchers and others. The Committee meets 4-6 times per year and reviews jail and reentry programs, programming schedules, and evaluation outcomes and other reports. The Committee will forward specific recommendations to



the Sheriff's Office to enhance, build, or alter program offerings that will lead to improved program participant outcomes.

Roles & Responsibilities:

The Jail Programming Committee will:

1. Provide a clear road map for how the Sheriff's Office can best integrate evidence-based practices in jail programming into services.
2. Engage in continuous learning of evidence-based and best practices used both in San Mateo County Adult Correctional Facilities and in jails throughout the United States.
3. Use Committee meetings as a forum for information sharing on new or improved uses of evidence-based and best practices for jail and reentry programming.
4. Ensure cultural competency of jail programs and services offered to the diverse inmate population.
5. Solicit feedback from jail inmates and ex-offenders on ways to improve jail programming or reentry services.
6. Document case studies or vignettes of program participants to supplement outcomes evaluation data.
7. Collaborate with the Sheriff's Office to implement policies and strategies effectively and safely for jail staff, inmates, and the public.

Appendix B: Gap Analysis Report

Introduction and Overview

This report assesses the San Mateo County Sheriff's Office's (SMCSO) current inmate programming in relation to established best practices in order to identify gaps in current inmate programs, services, and processes. It identifies gaps in four distinct areas – Assessments; Continuum of Care; Program Array, Frequency, and Duration; and Access to Existing Programs – and provides suggestions for addressing each.

The key gaps identified in this report include the following:

1. A need for a comprehensive service needs/risk assessment for all inmates (sentenced and pretrial) in order to identify ideal curriculum of programs and services;
2. The absence of intake-to-release case management and transition planning;
3. Insufficient linkages and transition of inmates to post-release services in the community;
4. An incomplete array of In-Custody Programming, especially a shortage of Reintegration Programming, as well as gender responsive, domestic violence and family inclusive programming;
5. Few long-term or consistent programs to address the needs of longer-term AB109 inmates;
6. Infrequent program sessions that limit program value to short-term inmates;
7. Limited information for inmates about available programs and services;
8. Few Spanish-language programs and/or Spanish-speaking providers for a growing Latino population;
9. Limited programming for inmates with serious mental illness;
10. The absence of ongoing, rigorous program evaluation to assess program effectiveness.

The identification of these gaps and the formulation of potential solutions derive from the combined efforts of Resource Development Associates (RDA) and the SMCSO's advisory Jail Programming Committee, as well as input from current and former San Mateo County Sheriff's Office inmates. Consequently, these suggestions reflect a diverse and broad-based array of expertise in corrections, education, employability, health and mental health, evidence-based practices, and a variety of other relevant subject areas, as well as lived experience with incarceration, recovery, and rehabilitation. All of these recommendations stem from a shared commitment to ensuring that San Mateo County's adult correctional facilities are safe, healthy places for staff and inmates.

This list of gaps notwithstanding, it is important to note the SMCSO, Correctional Health Services, the Service League of San Mateo County, and the various community-based providers working in San Mateo County's adult correctional facilities do currently offer an impressive array of programs and services for inmates, including a number of evidence-based practices (EBPs), gender responsive programming, work furlough and the Sheriff's Work Program, and the therapeutic community-based CHOICES program, to name just a few. Because this report assesses gaps, it necessarily focuses on areas that have room for improvement; in so doing, however, our intention is not to minimize the importance or utility of



currently available programs and services, nor the hard work and dedication of the many people who design, implement, and deliver these programs on an ongoing basis.

Assessments

Inmate Service Needs/Risk Assessment

All inmates entering San Mateo County's Adult Correctional Facilities currently receive a classification security assessment to determine their level of risk and to assign them to corresponding pods or housing areas. There is, however, no assessment of inmates' program and service needs/risk upon intake or prior to sentence, which is essential for making appropriate program recommendations and referrals and for ensuring that inmates are housed in pods or housing areas that provide these services. To address the gap in the identification of service needs, we recommend expanding the current assessment process so that **each inmate is assessed using a full service needs/risk assessment instrument**, such as the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS), the Level of Service/Case Management Inventory (LS/CMI), or the Florida Inmate Assessment in order to more fully identify his/her risk and needs. This assessment should be coupled with mental health and substance abuse screenings, such as the Addiction Severity Index (ASI) and the Beck Depression and Anxiety Inventories (BDI II and BAI) to more accurately identify these service needs. In addition, we recommend that the Sheriff's Office **utilize inmates' service needs/risk, as determined by the service needs/risk assessment and behavioral health screening tools, to house inmates in pods or housing areas that offer programs that correspond with the inmates' assessed service needs.** Although security-level and facility safety concerns should be the primary factor determining inmates' housing assignments, service needs should also be taken into account as a complimentary and secondary factor.

Pretrial inmates should receive the same mental health and substance abuse screenings as sentenced inmates. However, the aforementioned assessment instruments, which include questions about criminal offending, are not appropriate assessment tools for pretrial inmates, creating a gap in the SMCSO's ability to assess the service needs of pretrial inmates. Our research indicates that the absence of an established validated inmate service needs/risk assessment tool for programs and services of pretrial inmates means that this gap is likely shared by most correctional facilities. Consequently, we recommend that the SMCSO work with criminal justice experts to **develop a service needs/risk assessment instrument to determine the ideal program and service needs of pretrial inmates so a continuum of care can be maintained through sentence and eventual release.** Like the above-mentioned instruments, this assessment in combination with mental health and substance abuse screenings, should identify inmates' needs across reform, activity, and reintegration-based programs and services. This assessment can be used to house inmates in pods that offer a mix of programs that correspond with the inmates' assessed service needs whenever possible within security considerations.

In the course of conducting this more thorough service needs assessment, the SMCSO will gain significant insight into the pretrial detention population, which could be of use to the Court and other criminal justice agencies. Consequently, we recommend that the **SMCSO work with San Mateo County**



Pretrial Services and the Probation Department to identify areas where assessment information might also be relevant for pretrial reports.

Assessment Action Items:

1. Implement a full validated inmate needs assessment for sentenced inmates;
2. Incorporate Correctional Health Services' behavioral health screenings for all inmates, such as the ASI, BAI, and BDI II
3. Develop service needs/risk assessment for pretrial inmates programs and services;
4. Work with Pretrial Services and the Probation Department to identify areas where assessment information might be relevant for pretrial reports;
5. Where possible within security considerations, use inmates' assessed needs to house them in pods that offer programs/services to address those needs.

Continuum of Care

Case Management

The absence of comprehensive case management for all inmates to ensure that they are moving toward a successful transition out of custody is a critical gap in the SMCSO's current jail programming. Following their service needs/risk assessment, all **inmates should meet with a case manager who will work with the inmate to develop a case plan based on the inmate's service needs/risk assessment.** This case plan should include suggestions for in-custody programming to address inmates' service needs as well as a plan to help the inmate transition from custody into the community. Where needed, case managers should **help inmates navigate external systems that will likely affect inmates' ability to successfully remain out of custody without recidivism,** including obtaining necessary identification documentation, applying for entitlement benefits, and getting in touch with debt collecting agencies to develop payment plans for legal debts such as child support and restitution. As inmates approach their release dates, case managers should help those inmates identify and link with organizations that can continue to provide services upon release. This is discussed further below.

Service Continuity and Post-Release Linkages

A key gap in the SMCSO's current ability to ensure that inmates receive a continuum of services that crosses from custody into the community is the lack of linkages to services and resources following release. To address this gap and increase service continuity, **case managers and in-custody service providers should work with inmates to identify resources for receiving services upon release.** As part of this process, case managers and service providers should **help inmates get in touch with these services while still in custody** to prepare a smooth transition to release. Where appropriate, case managers should facilitate meetings between inmates and community-based program staff so that inmates and providers can establish a relationship prior to release, which will increase the chances of successful linkage upon release. Where possible this service should extend to educational and vocational opportunities begun in-custody. Where inmates have successfully enrolled in educational or vocational programming that is available to them upon release, any opportunity to arrange the continuation of



classes or training prior to their release should be considered. Several former inmates reported getting **financial assistance to support post-release educational and vocational opportunities through the California Department of Rehabilitation**, which provides employment, education, and housing support to individuals with demonstrated disabilities. The SMCSO should further investigate this and other resources and, where appropriate, assist inmates with accessing this funding.

Former SMCSO inmates who participated in focus groups strenuously emphasized the need for more support upon release, including assistance with post-release housing and linkages to community-based employment and recovery services. Several former inmates reported that because they had nowhere to go upon release, they ended up staying with acquaintances who were still involved in illegal activities, making it hard for even well intentioned individuals to remain crime-free. For women, this problem was exacerbated by concerns about personal safety upon being released with nowhere to go. Former inmates who did have access to motel vouchers also pointed out that the only places that accepted these vouchers are cheap, dangerous motels that are rife with drugs and other illegal activities, further complicating their attempts to transition out of their former lifestyles. To address this gap, the **SMCSO should work with its faith and community-based partners and appropriate County agencies to identify more opportunities to link inmates with temporary housing and/or housing assistance upon release.**

Finally, the ability to find and secure post-release employment, especially for inmates with felony convictions, continues to be one of the greatest barriers to former inmates' ability to successfully reenter the community, a problem that is not specific to San Mateo County. Although the County already partners with JobTrain and Service Connect to help address this issue, the Sheriff's Office should **explore additional opportunities to link inmates to post-release employment**, including through local community businesses and faith-based institutions.

Continuum of Care Action Items:

1. Develop in-custody and post-release case management plans for inmates;
2. Help inmates prepare for and navigate external systems, including ID receipt, entitlement applications, and child care and restitution payments;
3. Link inmates to community-based organizations, recovery and treatment services, educational and vocational training opportunities to continue receiving services upon release;
4. Work with community, faith-based partners and County agencies to identify more opportunities for transitional housing;
5. Identify more opportunities to link inmates to post-release employment.

Program Array, Frequency, and Duration

Comprehensive Program Array

The Jail Programming Gap Analysis Matrix included in Table 1 and Table 2 of this report compares programs recommended in RDA's *Jail Programming and Re-Entry Services: Summary of Best Practices Research* Report to programs currently offered in various housing units in SMCSO facilities to highlight programmatic gaps. Although this analysis identifies gaps in Reform, Activity, and Reintegration (or



Reentry) programs, by far the largest gap exists in Reintegration programming. One of the primary gaps, case management, is discussed above; this key Reintegration programming component is addressed separately from other programs because case management should function not as an independent program but as a means to connect the various programs and services in which inmates participate. Beyond case management, however, there are critical gaps in the Reintegration programming currently offered in SMCSO facilities. In particular, SMCSO offers limited **vocational training or employment preparedness programming**, especially for inmates who are not in Transitional housing. There is **also a gap in the availability of men and women's gender-responsive programming, especially for general population inmates**, who comprise the majority of the SMCSO inmate population. Similarly, the SMCSO should seek to implement **family inclusive programming** to better prepare inmates and their families for their transition to release. The More Opportunities for Mom (MOMs) Program, Dads Acquiring and Developing Skills (DADS) Program, and Family-Inclusive Case Management are all evidence-based practices that would help address these gaps.

Former inmates who participated in jail programming focus groups highlighted the need for more vocational and educational programming, family-involved programming, and domestic violence programming. Every female focus group participant reported being a victim of domestic violence. Many attributed their experience with domestic violence to the actions that led to their incarcerations, including using drugs and alcohol to alleviate anger and depression stemming from domestic violence victimization and physically assaulting their abusers. Women reported needing a number of **services and programs related to domestic violence, including group and one-on-one counseling, education about the nature and dynamics of domestic violence, and linkages to post-release domestic violence resources**. A few of the male former inmates acknowledged having been perpetrators of domestic violence and expressed the need for more in-custody programming, especially group counseling, to help them identify and change their own abusive behavior. One of the men felt so strongly about the benefits he experienced in domestic violence group counseling mandated after his release that he suggested that it be mandated upon arrest. He compared it to being compelled to have to undergo counseling after being arrested on a 5150. In general, the men's comments underscore the need for domestic violence programming while in custody.

In addition to these best practices in Reintegration and Reform programming, pod schedules and interviews with inmates indicate a **gap in opportunities for physical activity and recreation**. One former inmate noted that for inmates dealing with substance abuse issues, recovery is as much a physical process as a mental or emotional process, and attributed much of her success in remaining drug-free to finding outlets in exercise; other former inmates concurred and spoke of the healing nature of physical activity. In addition, activity-based programming in general and physical activity in particular are critical components in effective facility safety and population management, and should be offered whenever possible. In particular, the SMCSO should identify more opportunities for inmates to participate in outdoor recreation and various types of exercise, including sports and group exercise classes.

Programs for Inmates with Serious Mental Illness

Many of the aforementioned gaps and associated recommendations related to general programming arrays are equally relevant for inmates with serious mental illness. In particular, **inmates with serious mental illness need intensive cognitive interventions, such as Moral Reconciliation Therapy and Relapse Prevention; family involvement in case planning; and linkages to community-based resources upon release.**

Program Frequency and Duration

One of the critical challenges for the SMCSO, as with many local correctional facilities, is the need to offer programming that can meet the needs and challenges of longer term inmates while still offering programs of value to short-term inmates. As AB109 brings more longer-term inmates into the custody of the County's correctional facilities, this challenge will only increase. Currently, the SMCSO does not appear to offer sufficient long-term programs to meet this need, and should seek to **implement longer-term and multi-stage programs, including adding more modules to current curriculum-based programs.** Some of this need can be met through more longer-term vocational training and employability programming, which have the added benefit of better preparing inmates for successful reentry, but longer-term cognitive behavioral programming should be offered as well. This recommendation was echoed by comments of former inmates who have had the opportunity to participate in cognitive behavioral programming in other facilities.

In addition to offering more long-term programming to meet the needs of the growing AB109 population, the SMCSO should offer more **programs with greater frequency** to increase the utility of these programs for the still-large short-term inmate population. Currently, many programs are offered only once a week or once every two weeks, limiting the effectiveness of these programs for the many inmates who are in the jail for only a few weeks.

To meet the diverse programming needs of both long and short-term inmates, the Sheriff's Office should **design a series of structured curricula that incorporate a mix of reform, activity, and reintegration programming for inmates with varied lengths of stay.**

Program Array, Frequency, and Duration Action Items:

1. Increase Reintegration Programming, especially vocational and employability programs;
2. Increase Gender Responsive and Family Inclusive Programming, such as the MOMs program, the DADS program, and Family Inclusive Case Management; this programming should also include the addition or expansion of a variety of gender-specific domestic violence programming;
3. Offer more opportunities for physical activity, including outdoor recreation and group exercise classes;
4. Implement longer-term and multi-stage programs for long-term inmates;
5. Increase the number of cognitive behavioral programs available;



6. Offer programs multiple times per week to better address the needs of short-term inmates;
7. Design a series of structured curricula that incorporate a mix of reform, activity, and reintegration programming for inmates with varied lengths of stay.



Table 1: Jail Programming Gap Analysis Matrix: Reform and Reintegration Programs

Jail Programming Gap Analysis Matrix				
Reform Program	Recommended Program Length	Jail Housing		
		General	Transitional	CHOICES
<i>Substance Use and Mental Health Treatment</i>				
AA/NA/ALANON Groups	Any			
Aggression Replacement Training	0 - 3 months			
Relapse Prevention Therapy	Any			
Cognitive Behavioral Group Treatment	0 - 3 months			
Moral Reconciliation Therapy	3 - 6 months			
Forensic Assertive Community Treatment (FACT)	3 - 6 months			
Therapeutic Community	6+ months			
Dialectical Behavior Therapy	3 - 6 months			
Cognitive Behavioral Therapy	3 - 6 months			
Wellness Recovery and Action Plan	3 - 6 months			
<i>Educational & Vocational Programs</i>				
GED or ABE	3 - 6 months			
Post-Secondary Education Classes	3 - 6 months			
Inmate Employability Program	0 - 3 months			
Business Education Technology	0 - 3 months			
<i>Other Reform Programs</i>				
Life Skills	0 - 3 months			
Faith-Based Programs	Any			
<i>Gender Responsive Programs</i>				
Hope Inside	3 - 6 months			
Helping Women Recover	3 - 6 months			
Beyond Trauma	3 - 6 months			
Seeking Safety	Any			
<i>Domestic Violence Prevention Programs</i>				
Compassion Workshops	3 - 6 months			
Sheriff's Anti-Violence Effort (SAVE)	1 - 2 years			
Reintegration Program	Recommended Program Length	Jail Housing		
		General	Transitional	CHOICES
<i>Case Management</i>				
	Any			
<i>Programming for High-Risk Offenders</i>				
Co-Occurring State Incentive Grant Services (Pilot)	1 - 2 years			
Serious and Violent Offender Reentry Initiative (SVORI)	1 - 2 years			
Stages of Change	1 - 2 years			
<i>Family Reunification</i>				
Family-Inclusive Case Management	Any			
<i>Employment & Vocational</i>				
Vocational Training/Employment Training	Any			
Center for Employment Opportunities (CEO)				
<i>Gender-Responsive Treatment</i>				
Resolve to Stop the Violence Project (Men)	1 - 2 years			
More Opportunities for Mom (MOM)	2 months			
Dads Acquiring & Developing Skills (DADS)	Unknown			
<i>Substance Use & Mental Health Treatment</i>				
Strengths Based Case Management	Any			
Motivational Interviewing	Any			
Community Aftercare	Any			
<i>Faith-Based</i>				
Transcendental Meditation Program	Any			
InterChange Freedom Initiative Program	1-2 years			
<i>Domestic Violence Prevention</i>				
Safe Return	1 - 2 years			

Programs appear as both general approaches to programming and specific models that address issues such as substance and mental health treatment (Forensic Assertive Community Treatment) or gender responsive treatment



(Helping Women Recover). Specific program models that are evidence-based best practices appear bold in the matrix.

Recommended program length was determined through research of evidence-based best practices. Although program duration was not always available for programs offered in San Mateo County Adult Correctional Facilities, the best-fit equivalent was used in jail programming literature to provide an idea of how to modulate programs to fit the sentence length of inmates. Using a mix of all types of programs of different lengths will best suit a diverse inmate population.

“Jail Housing” indicates how different programs are offered based on the housing assignment of each inmate. The different housing assignments are General Population, Transitional, and CHOICES. Each box represents the presence of a program or evidence-based practice already being offered by San Mateo County Adult Correctional Facilities. The white areas, or “gaps”, in programming indicate opportunities to implement new programs that may best suit the needs of a diverse inmate population – increasing their chances for successful reentry.

Table 2: Jail Programming Gap Analysis Matrix: Activities

Jail Programming Gap Analysis Matrix		
Activities	Program Length	All Jail Housing Locations
Animal Care Programs	Continuous	
Board Games	Continuous	
Card Games	Continuous	
Creative Arts Programs	Continuous	
Exercise Class	Continuous	
Groups	Continuous	
Inmate Worker Program	Continuous	
Library Services	Continuous	
Recreational Sports	Continuous	
Religious Services*	Continuous	
Special Presentations and Videos	Continuous	
Tai Chi†	Continuous	
Team Sports	Continuous	
Vocabulary	Continuous	

*Religious services includes Bible Study and Spirituality Class & Group

†Tai Chi is only available in Women's Transitional Housing

Access to Existing Programs

Program Information and Location

As noted above, despite the gaps described in this report, the SMCSO currently offers an extensive array of programs and services to individuals in custody. Unfortunately, many of these programs appear to be underutilized because inmates receive limited information about program opportunities and because many programs are offered only in limited locations within the SMCSO's facilities. To address these gaps, the SMCSO should **develop a clear system for communicating programming opportunities to inmates** immediately upon their arrival in the facilities. The ROR Officer's role could be expanded to include providing each entering inmate with a full program schedule and description; information video or programs in the lounges prior to housing; program schedules could also be posted in each housing pod and correctional officers working in the pods should be fully briefed on inmate programs.

In addition, to address the gap in program availability related to program location, **more programs should be offered in more pods or the jail should develop systems to allow inmates to participate in programming in other pods, where feasible within security considerations.** Currently, general population inmates, especially male general population inmates, have limited access to reform and reintegration programming because the majority of this programming is offered only in CHOICES and Transitional housing pods. Current and former inmates underscored this issue, with several current and former inmates expressing frustration that if they did not participate in CHOICES, they had almost no opportunity to participate in any reform or rehabilitative programming. To increase program access to all inmates who are not restricted due to security concerns, the SMCSO should ensure that a blend of all types of programs – reform, activity, and reintegration – are offered in all housing pods. This should include integrating more reentry programming into the CHOICES pods, to balance CHOICES' current emphasis on reformative programs, as well as offering a full mix of reform, activity, and reintegration programming in non-CHOICES pods.

SMCSO should also **explore the possibility of creating a special needs pod organized specifically around programs and services for inmates with serious mental illness.** Doing so may offer two programming benefits: first, by housing inmates with serious mental illness in one unified special needs pod, the Sheriff's Office can ensure that these high-needs inmates have access to the intensive services and programming that they require. In addition, by separating inmates with serious mental illness from general population inmates, programs may have more time to focus on addressing the needs of the general population inmates and, consequently, to more effectively meet their needs.

Barriers to Program Access

The two other critical barriers to program access that former inmates noted were **language barriers and security classification barriers.** A Latina inmate who had participated in CHOICES pointed out that there are no Spanish-speaking CHOICES providers in the jail, limiting the usability of the program for the sizeable Latino inmate population. With the exception of the Project Read ESL component, this problem



extends beyond the CHOICES program to a variety of reintegration and reform programs, and results in a growing proportion of inmates not benefiting from existing jail programming.

In addition, several former inmates felt that their opportunities for self-improvement were limited by their security classifications, including barriers to their participation in the Alternative Sentencing Bureau (ASB) and contact visits with family. To address the gap created by security classification, the Sheriff's Office should revisit the relationship between security classification and program participation. In particular, the SMCSO should consider **establishing a process whereby inmates can apply to participate in programs that would otherwise be off limits due to security classifications**. Alameda County's Santa Rita Jail provides a good model for this, allowing inmates to apply for programs for which they are not automatically eligible. As part of this process, these inmates are required to sign a contract with the jail, explicitly stating their commitment to following all program and facility rules and acknowledging a zero-tolerance policy for infractions. Inmates who are given access to programs that would otherwise be outside their security classification immediately lose this privilege upon any infraction, and Santa Rita Jail programming staff reported no security or safety breaches related to this process. In addition, the Sheriff's Office should **continue expanding opportunities for inmates who have been convicted but not yet sentenced to participate in lower security custodial alternatives available to sentenced inmates**, including continuing to expand their access to the ASB and the Sheriff's Work Furlough. Continuing to increase the use of GPS tracking devices – which the Sheriff's Office has already begun doing – might allow more inmates to utilize these lower-security programs while enabling the Sheriff's Office to continue to provide the higher levels of supervision that these inmates may require.

Access to Existing Program Action Items:

1. Develop a system for communicating program information and availability to inmates; possible solutions include expanding ROR Officer's role to include providing this information, posting programming schedules in housing pods, ensuring officers are better educated about programming options;
2. Offer more programs in more locations, especially in general population housing pods, or allow inmates to attend programs in other pods;
3. Develop a program curriculum video to ensure inmate awareness of programming opportunities;
4. Explore the possibility of creating a special needs pod to house inmates with serious mental illness;
5. Provide Spanish-language programming, translation and providers;
6. Revisit the relationship between program participation and security classification and consider implementing processes for allowing inmates to participate in programs otherwise outside their security classification limitations;
7. Continue expanding opportunities for inmates who have been convicted but not yet sentenced to participate in lower security custodial alternatives available to sentenced inmates.



Summary and Conclusion

Despite the extensive scope of programs currently offered in San Mateo County's adult correctional facilities, RDA, the advisory Jail Programming Committee, and current and former inmates have identified a number of gaps related both to the actual programs offered, and to a variety of related processes that affect program implementation and effectiveness. Among the key gap areas identified are Assessment; Continuum of Care; Program Array, Frequency, and Duration; and Access to Existing Programs. In addition, there is one critical gap that spans all of these areas: the need for **ongoing rigorous evaluation of jail programs and related processes**. The SMCSO should strive to collect data on inmate program participation and outcomes in order to assess the effectiveness of its programming on both facility safety and successful inmate reentry. Doing so will allow the Sheriff's Office to make fully informed decisions about which programs to support and which to reconsider.

Finally, a last note on an issue raised by former inmates who participated in focus groups: many former inmates pointed out that the nature of their interactions with sworn and professional staff in the Sheriff's Office can have a critical impact on their success, regardless of the programs in which they participate. Several male former inmates spoke of strained relationships with correctional officers, some of who expressed doubt that the inmates would change as a result of program participation. By contrast, several female former inmates spoke of truly supportive correctional staff, who helped them believe that they could succeed. Much of this input, of course, is subjective; nonetheless, it is important to remember the importance of personal relationships and the ability of San Mateo County Sheriff's Office sworn staff and professionals to have a profound effect of the likelihood of subsequent offending. The Sheriff's Office should provide ongoing training to staff to ensure a common understanding of the continuum of care approach, and of the impact staff could have on inmates' success. This training will also help facilitate a consistent approach to supervising the inmate population and minimizing inmate idle time, both of which are critical for maintaining a safe facility.



Appendix C: Jail Based Services and Reentry Programming: Strategic Implementation Plan Presentation



Jail Based Services and Reentry Programming Strategic Implementation Plan

San Mateo County Sheriff's Office



January 14, 2013



Today's Objectives

1. Review project purpose and timeline of events to-date.
2. Review the *Strategic Implementation Plan (SIP)*.
3. Answer questions related to the *SIP*.
4. Review next steps.



Project Purpose

To develop an implementation plan for the improvement of existing programs and services provided to individuals in custody at San Mateo County Adult Correctional Facilities based upon approaches that are proven effective in reducing recidivism and enhancing public safety.



2012 Project Timeline

- | | | |
|---|---|---|
| February
<ul style="list-style-type: none"> • Project Kickoff with Sheriff's Office and Board of Supervisors | May
<ul style="list-style-type: none"> • Completion of the literature review on jail programming evidence based practices • Committee Half-Day Workshop | October – December
<ul style="list-style-type: none"> • Developed <i>Strategic Implementation Plan</i> |
|---|---|---|
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| March
<ul style="list-style-type: none"> • Project Kickoff with Jail Programming Committees | June – August
<ul style="list-style-type: none"> • Jail Programming Committee & Subcommittee Meetings | September
<ul style="list-style-type: none"> • Finalized Jail Programming Gap Analysis | January 2013
<ul style="list-style-type: none"> • Finalize <i>Strategic Implementation Plan</i> |
|--|--|---|--|



Jail Programming Evidenced Based Practices

1. **Reform** – Addresses needs common to the inmate population such as improving skills, attitudes, and behaviors that are associated with criminal behavior.
2. **Activity** – Activities keep inmates busy in between programs or during recreational time. Activities range from card games to caring for animals.
3. **Reintegration/Reentry** – Programs that help inmates transition out of jail and back into their communities.



Examples of Evidenced Based Practices and Programs

Reform	Activity	Reintegration/Reentry
Aggression Replacement Training	Animal Care Programs	Case Management
Cognitive Behavioral Therapy	Board Games/Card Games	Stages of Change
Business Education Technology	Creative Arts Programs	More Opportunities for Mom (MOM)
Faith-Based Programs	Library Services	Transcendental Meditation Program
Helping Women Recover	Recreational Sports	Safe Return





Jail Based Services & Reentry Programming
Strategic Implementation Plan

Gap Analysis

- Comprehensive service needs/risk assessment for all inmates in order to identify ideal curriculum of programs & services;
- Intake-to-release case management & transition planning;
- Linkages between inmates and post-release community service providers;
- Complete array of in custody programming in jail pods, modular program sessions, and communication plan about all available programs; and,
- Rigorous, ongoing program evaluation.

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Jail Based Services & Reentry Programming
Strategic Implementation Plan

Strategic Implementation Plan (SIP) – Overview

The SIP outlines strategies for the implementation of a comprehensive system of programs and services to meet in custody service needs and prepare inmates for release.

Strategies include:

1. Intake
2. Service Needs/Risk Assessment
3. Case Management
4. In Custody Programming
5. Reentry and Transition Planning

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Jail Based Services & Reentry Programming
Strategic Implementation Plan

Strategic Implementation Plan (SIP) – Strategies

Each of the strategies include an analysis of:

- **Background** on the current SMCSO jail procedure that will be affected by the proposed strategy;
- **The strategy** to improve or expand upon current programming;
- **The rationale** for implementing the strategy;
- **The operational implications** or impact of implementing the proposed strategy; and,
- **Potential funding opportunities** or costs associated with implementing the strategy.

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Jail Based Services & Reentry Programming
Strategic Implementation Plan

Summary of Intake Strategies

1. Conduct mental health and medical screenings for all persons taken into custody.
2. Conduct risk/classification screening.
3. Place inmates in initial housing based on risk classification screening.

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Jail Based Services & Reentry Programming
Strategic Implementation Plan

Summary of Service Needs/Risk Assessment Strategies

1. Conduct service needs/risk assessment within seven (7) days after initial intake.
2. Deliver information on all available programming.
3. Place inmate in appropriate housing based on the combined results of classification security assessment and service needs/risk assessment.

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Strategic Implementation Plan

Summary of Case Management Strategies

1. Interested inmates are assigned case managers.
2. Develop individualized case plans.
3. Conduct regular follow-up meetings to track progress in programming.

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SHERIFF'S OFFICE Jail Based Services & Reentry Programming
Strategic Implementation Plan

Summary of In-Custody Programming Strategies

1. Develop a series of program schedules and/or curricula to ensure each pod offers a mix of reform, activity, and reentry-based programming to meet inmate needs.
2. Incentivize program participation.
3. Establish a process whereby inmates can apply to participate in programming that would otherwise be inaccessible due to security or other classification-based limitations.

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Strategic Implementation Plan

Summary of Reentry & Transition Planning Strategies

1. Assess inmates for post-release service needs.
2. Assess and support inmates for post-release financial obligations.
3. Assess inmates for entitlement eligibility.
4. Link inmates to community-based services.

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Strategic Implementation Plan

Funding Opportunities

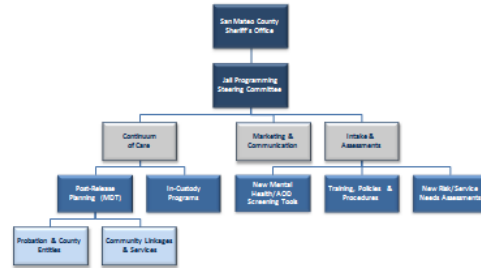
- Sheriff / County Funding Options
 - California State AB109 funds
 - Inmate Welfare Fund
- Federal Grant Programs
 - Office of Justice Programs, Bureau of Justice Assistance (BJA) – Second Chance Grant program
 - Substance Abuse Mental Health Services Administration (SAMHSA) – Offender Reentry Program
- Robert Wood Johnson Foundation (RWJF)
- Other local, state, and federal grant options or donations

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Strategic Implementation Plan

Implementation Timeline – Committees & Workgroups



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Strategic Implementation Plan

Implementation Timeline

*Please refer to the
Implementation Timeline
handout*

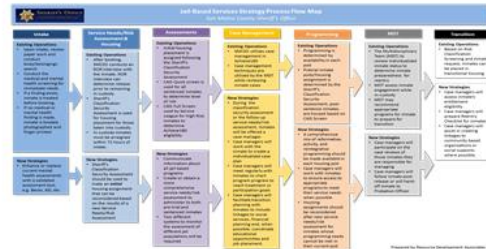
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Strategic Implementation Plan

Implementation Strategies – Process Flow Map

*Please refer to the **Process Flow Map** handout*



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Question & Answer



Next Steps

- Sheriff's Office will review plan, establish Steering and Oversight Committees, solicit expertise from: 3-6 mos
 - Subcommittee members
 - Subject matter experts
 - Others
- Oversight Committees will recruit for Work Groups 6-12 mos
- Ongoing Committee and Work Group meetings; begin implementation 9-15 mos

Thank you!

Resource Development Associates:

Roberta Chambers, PsyD. – Senior Project Manager
rchambers@resourcedevelopment.net

Diana Sanders, MA – Program Associate
dsanders@resourcedevelopment.net

Ryan Wythe – Research Associate
rwythe@resourcedevelopment.net



Appendix D: Subcommittee Recommendations

Case Management / Overarching System Navigation (1)

Sub-committee Meeting #1

Date: June 7, 2012

Next Meeting : **August 2, 2012 @ 11 AM**

Notes on our first meeting: [Present Sgt. Marti Overton, Deputy Julie Costa, Mary McMillan, Greg Burge, Diane Prosser, Alba Rosales, and Deb Keller](#)

Objective:

To provide recommendations that will improve programming and service support systems and reduce the cycles of recidivism

- Identify existing gaps in current programming; is there a blend of reform, reentry/re-integrative and activities that effectively meet the needs of the population?

[We explained many of the programs. We identified a gap in education, sex offender programs, parenting classes, and need for more evidence-based programming. Mary discussed the importance of evidence based programming so we could measure outcomes. She explained that funding was tied to having these kinds of programs. She discussed the need for shared information and technology to do so.](#)

- Are there gaps in existing service?

[We reviewed the intake process and discussed how staff " triage" those in whom we are investing our resources. We identified a gap as it pertains to inmates that do not hear about our programs when they first come into the jail. We discussed video introduction to programs so inmates could listen to a continual loop of information about all programs after they are housed in various locations in the jail. We discussed Classifications role and why some inmates could not qualify for certain programs. Marti said she is working on moving pretrial inmates to minimum security quicker.](#)

[We discussed using a risk assessment tool and where it could be administered. The recommendation was that ROR's role be expanded to brief inmates on programs and to administer the assessment for needs since they work with the inmate early on in the process.](#)

- Determine how those gaps can be closed with new or improved programs

[Use existing resources. Alba will give a short presentation on cognitive behavioral classes being offered in Probation and what evidence based programming means. There is a potential to teach these classes in the jail.](#)

[We considered the following performance measures:](#)

- Substance abuse treatment services received



- Employment services received
- Housing assistance received
- Family intervention and parent training received
- Health and mental health services received

Key questions to consider:

- Are we equipping inmates with what they need to succeed once they are released?
- Are the programs we currently have in place effectively delivering what they promised?
- How can we better equip our inmates to succeed? Here are some options to consider:
 - Financial literacy
 - Interpersonal skills
 - Technology skills
 - Other basic skills for non-professional jobs
- Are programs effective, but inmates are unaware of them?



Case Management / Overarching System Navigation (2)

Subcommittee Meeting #2

Date: 8-16-12

Ground rules:

- There are no bad ideas
- Be curious; ask questions
- Engage with your committee
- Problem solve; figure out what's missing

Objective:

To provide recommendations that will improve programming and service support systems and reduce the cycles of recidivism

- Recommend programs that conform to best practice functionalities to fill gaps in service your group previously identified
 - Program recommendations can include:
 - Improvements to existing programs in SMC Jail
 - Expansion of existing programs to accommodate increased number of inmates
 - Programs that have resulted in successful & measureable outcomes elsewhere
 - Innovative ideas for programs

Key questions to consider:

- Are we equipping inmates with what they need to succeed once they are released?
- Are the programs we currently have in place effectively delivering what they promised?
 - What can we do to improve them?
- How can we better equip our inmates to succeed? Here are some options to consider:
 - Case management
 - Continuum of services (wrap-around)
 - Linkages to service agencies upon release
 - Interview training / resume writing
 - Introduction to online job boards



Our recommendations are:

<u>Program Recommendation</u>	<u>Gap it fills</u>	<u>Best Practice Function:</u> Reform, Reentry/Reintegration, Activity
College Credit Courses/Free Distance Learning using TV	Education	Reform
English as a second language	Education	Reform
Video Production with taped classes	Education	Reentry/Reintegration
Computer Programming Course	Technology	Reentry/Reintegration
Sports and team building	Activities	Activity
Interviewing skills	Reentry	Reentry/Reintegration
Video introduction to Programs		
Expansion of WF to include volunteer farming i.e volunteer taking care of animals rather than only paid positions	Reentry	Reentry/Reintegration



Health / Behavioral Health, Treatment and Recovery Services (1)

Jail Programming Subcommittee
Health/Mental Health/Chemical Dependency
June 20, 2012, Meeting #1

GAPS in the current system:

Focus on high risk, not low risk offenders, they have the highest rates of recidivism. All inmates will eventually be released back to the community so all inmates, particularly those at high risk, should receive the most services.

Needs Assessment:

Have an assessment center in the jail

- Inmates stay up to 90 days
- Everyone gets screened including pre-trial
- Use screening tools (ASI, Beck, Health Screen) and systems (Avatar, HAS, Daisy) to gather information; evaluate further in areas indicated by screening tools
- Begin developing a transition/discharge plan based on identified needs
- Determine what in-custody programs they will attend based on need and to best prepare them for what ongoing services and supports they may need in the community

Diversion:

1. Get low risk inmates out of custody as soon as possible
2. Use of ankle bracelets and house arrest
3. Divert individuals with serious mental illness and minor charges out of custody and in to treatment
4. Use transitional beds in the community instead of an in-custody transitional facility
5. Provide incentive programs that give back to the community as a form of restitution
 - a. Maintenance of gardens that provide food to food banks
 - b. Clearing grass and shrubbery from around homes in high risk fire areas
 - c. Habitat for humanity

Treatment of Individuals with Serious Mental Illness:

1. Develop a special needs pod
2. Use cognitive-behavioral interventions to target symptoms
3. Involve families in the treatment planning and discharge process
4. Connect individuals with treatment and community resources



Wellness:

- Classes to discuss achieving and maintaining good health
- Education about diabetes and hypertension
- Nutrition education

Gang Prevention:

- Criminals and Gang members anonymous
- Circulo de Hombres

Transition Center:

- 1) Inmates are placed in the facility 60 days prior to release
- 2) Connected to services based on needs assessment; "in-reach" to the facility by community providers
- 3) Develop plans for: housing, employment, food, medical/mental health follow-up, complete applications for benefits
- 4) Develop a specific plan; what will the person do the 1st day they're released, first week, first month
- 5) Involve family in discharge planning including family mediation as needed; contact visits and use of Skype
- 6) Coordinate release so not at midnight
- 7) Model should be a combination of Service Connect and Achieve 180 to cover initial evaluation & connection to services and long term follow-up in the community
- 8) Teach financial/money education
- 9) Evaluate for narcotic replacement medications (suboxone, naltrexone, baclofen)

In-Custody Treatment Recommendations:

1. Gender Responsive
 - a. Seeking Safety
2. Cognitive Behavioral
 - a. Criminal Conduct & Substance Abuse
 - b. Moral Reconciliation Therapy
 - c. Relapse Prevention
 - d. Thinking for a change
3. Therapeutic Community
4. Domestic Violence
 - a. Men overcoming violence



Health / Behavioral Health, Treatment and Recovery Services (2)

Subcommittee Name: Health/Mental Health/Chemical Dependency Date: September 20, 2012

Ground rules:

1. There are no bad ideas
2. Be curious; ask questions
3. Engage with your committee
4. Problem solve; figure out what's missing

Objective:

To provide recommendations that will improve programming and service support systems and reduce the cycles of recidivism

- Recommend programs that conform to best practice functionalities to fill gaps in service your group previously identified
 - Program recommendations can include:
 - Improvements to existing programs in SMC Jail
 - Expansion of existing programs to accommodate increased number of inmates
 - Programs that have resulted in successful & measureable outcomes elsewhere
 - Innovative ideas for programs

Key questions to consider:

1. Are we equipping inmates with what they need to succeed once they are released?
2. Are the programs we currently have in place effectively delivering what they promised?
 1. What can we do to improve them?
3. How can we better equip our inmates to succeed? Here are some options to consider:
 1. Case management
 2. Continuum of services (wrap-around)
 3. Linkages to service agencies upon release
 4. Interview training / resume writing
 5. Introduction to online job boards



Our recommendations are:

Program Recommendation	<u>Gap it fills</u>	<u>Best Practice Function:</u> Reform, Reentry/Reintegration, Activity
Assessment tools: CAIS	Needs assessment for pretrial (quick CAIS) and sentenced (full CAIS)	Reentry/Reintegration
Special Needs Pod for inmates with serious mental illnesses	Illness Management of in-custody mentally ill inmates	Reform
Medication, education regarding side effects and illness, symptom management, groups & activities to reduce isolation	Treatment of in-custody mentally ill inmates	Reform
Illness Management and Recovery SAMHSA toolkit	Illness Management of in-custody mentally ill inmates	Reform
Triage and case management of the frequently incarcerated with histories of brief incarcerations	Triage, referral to services and case management services to reduce rate of incarceration	Reentry/Reintegration
Mental Health Diversion	Gets inmates with mental illnesses out of custody and into community treatment	Reentry/Reintegration
Develop an incentive program through maintenance of gardens, clearing around homes during fire season & participation in habitat for humanity	Inmates engagement in pro-social activities as a form of community restitution	Reentry/Reintegration
Education about health & nutrition, diabetes, hypertension, etc.	Improvement of inmates health status	Reform
Vivitrol	Treatment of inmates with alcoholism	Reform
Narcotic replacement medications (suboxone, baclofen)	Pharmacological treatment of inmates with substance abuse/dependence disorders	Reform
Transition Center: placement 60 days prior to release, assessment,	Planning for release and return to	Reentry/Reintegration



Jail Based Services and Reentry Programming Strategic Implementation Plan
San Mateo County Sheriff's Office

plan development, connection to services in the community	the community	
Seeking Safety for men & women	Gender responsive programming	Reform
Cognitive Behavioral: criminal conduct & substance abuse, moral reconnection, relapse prevention & thinking for a change	Addresses cognitions that maintain behaviors resulting in incarceration	Reform
Expand Choices Program	Therapeutic community with intensive discharge planning and case management components	Reform and Reentry/Reintegration
Men overcoming violence	Addresses behaviors and cognitions associated with domestic violence	Reform
Day reporting and assessment center	Need for comprehensive needs assessment and transition into the community, community support & connection to resources	Reentry/Reintegration
Trauma training for criminal justice professionals	Raises awareness about trauma and its effects among criminal justice professionals & helps them develop trauma informed responses	Reform
Criminals and gang members anonymous	Address cognitions and behaviors that sustain involvement in gangs	Reform
Circulo de Hombres	Provides positive role models for Hispanic males which offers them alternatives to gang affiliation	Reform
Transitional beds in the community	Facilitates treatment for inmates with low level offenses	Reentry/Reintegration
Forensic Intensive Case Management	Inmates are provided intensive services in the community	Reentry/Reintegration
Behavioral plan for transition out of administrative segregation	Permitting all inmates the opportunity to participate in reformatory programming	Reform and Reentry/Reintegration
Case Management	Triage and case manage frequently incarcerated with histories of brief incarcerations	Reentry/Reintegration



Additional notes:

- Focus on community corrections and develop a system of community resources which build on in-custody gains to reduce recidivism
- Increase use of ankle bracelets and house arrest to release low risk inmates out of custody
- Case planning with families should be client directed
- Release inmates in the morning so case managers can transport them to treatment and housing immediately upon release
- Discharge planning should be face-to-face to build trust and relationships to improve adherence to transition plan developed in-custody
- Outcomes and program evaluation should focus on community programs since it's supports in the community that ultimately reduce recidivism



Health / Behavioral Health, Treatment and Recovery Services (3)

Subcommittee Work Group: Health/Mental Health/Chemical Dependency Program and Treatment Recommendations November 2012

Thank you for the opportunity to provide recommendations regarding health, mental health and chemical dependency treatment of people involved in the criminal justice system. With 35% of the San Mateo adult jail inmates having an identified mental illness, and the majority of inmates having substance use disorders, this is a very important issue for the County to address. If we can expand the treatment and support alternatives for these individuals, studies and our own data show that we can reduce crime, reduce arrests, reduce days spent in jail, and improve the lives of the mentally ill and their families, a win for all involved.

The committee made many recommendations but those discussed below are a priority, listed in chronological order, and address the most urgent needs of inmates with mental illness and chemical dependency diagnoses.

Recommendation 1. Assess each inmate using the CAIS tool and link inmates to programming based on the CAIS results

Programming for individuals in-custody should emphasize stability and safety in the facility. In addition to a screening and assessment for mental health and substance use disorders completed by a licensed mental health professional, a Correctional Assessment and Intervention System (CAIS) evaluation should be provided to all sentenced inmates, and the "quick CAIS" should be provided to all individuals in pre-trial status. The CAIS is an assessment tool which produces an individualized case plan which determines risk, identifies needs and provides recommendations for evidence-based programs and services. Once their needs are identified individuals would be connected to programs and services to address those needs while in custody.

Recommendation 2. Provide programming that addresses prevalent issues in the jail population: recovery from trauma, prevention and recovery from domestic violence, disassociation from gangs and criminogenic thinking

The four most prevalent issues among the jail population are that they have experienced significant trauma (physical and/or psychological) from events in their lives; they have participated in or been a victim of domestic violence; they have strong gang associations that lead them to criminal activity; and/or they have criminogenic thinking. Criminogenic thinking is antisocial values, beliefs and cognitive emotional states that have a direct link to offending.



Each of these issues can be addressed successfully using cognitive behavioral programs that focus on changing individuals' maladaptive thinking in order to prevent relapses and improve affect and behaviors such as criminal conduct and substance use. Thinking for a Change (T4C) and Moral Reconciliation programs are examples of well established and recommended evidence based programs. In a study of more than 1,000 people 20 years post-release, Moral Reconciliation participants had 20% lower rates of reincarceration than the control group as well as lower rates of re-arrest and higher rates of clean records. (Little et al, 2010 <http://www.moral-reconciliation-therapy.com/20-yearrecidivis.html>) Thinking for a Change was developed by the National Institute of Corrections and has been shown to significantly reduce recidivism (28% versus 42% for a control group) (<http://www.crimesolutions.gov/ProgramDetails.aspx?ID=242>).

There are many others: Seeking Safety is a treatment for clients with a history of trauma and substance abuse and teaches coping strategies to these individuals. Studies reviewed by SAMHSA's National Registry of Evidence-based Programs & Practices (NREPP) showed improvement on measures assessing trauma related symptoms. It is currently provided in the Choices program in the women's jail and should be expanded to include male inmates. Men Overcoming Violence is recommended for those involved in domestic violence and addresses behaviors and cognitions associated with family violence. Criminals and Gang Members Anonymous and Circulo de Hombres examines the thinking and social support that promotes participation and membership in gangs. The groups identify distortions in cognition and examine the personal and social costs to the individuals participating in gangs. Facilitators serve as role models who discuss and demonstrate other, pro-social options for support and affiliation in their lives and the community.

We recommend that programming in each of these areas be provided to meet the needs of all of the inmates.

Recommendation 3. Restore the CHOICES program for inmates with substance use issues

The Choices program, is a therapeutic community and currently resides in the Maguire and Women's jails. Therapeutic communities (TC) are highly structured residential programs where participants are involved in all aspects of TC operations including administration and program maintenance. Within this modality, the participant's crime and drug abuse is viewed as a problem rooted in the person, not just the drug abusing behavior. At their core, TC programs use the community as the primary therapeutic tool to achieve cognitive growth, behavioral change, and the development of pro-social attitudes. The lowest rates of recidivism occur in inmates who complete in-custody TC treatment and community-based aftercare. The reincarceration rate for this group is 25% compared to 65% for TC graduates who drop out of aftercare ("Therapeutic Communities in Prison" by Brent Canode). Unfortunately, the SO closed down ½ of Choices in the mens jail in June 2012 to house ninety-six inmates requiring special housing who were previously located in "Old Maguire" in the dorms. This was the result of re-configuring housing units in the jail in anticipation of State prisoners, released back into the community, re-offending. We recommend restoring CHOICES to its original size and potentially even expanding it in the additional jail to provide treatment to the vast majority of inmates with chemical use and

dependency disorders. The addition of Choices staff would allow for robust and coordinated discharge planning and case management services to assist in transition to community treatment. Therapeutic community treatment combined with intensive discharge planning and case management has been shown to provide the greatest reduction in recidivism.

Recommendation 4. Create a special needs pod in the additional jail for seriously mentally ill inmates

A priority recommendation by the committee is a special needs pod for inmates with serious mental illness. It would provide a safe and structured program of education, engagement and incentives allowing individuals to earn their way through successive levels of the program. Each level would result in more time out of their cells, access to program components and greater rewards, resulting in decreased isolation and psychiatric symptoms. Metzner & Fellner reported in the Journal of the American Academy of Psychiatry and the Law that individuals in isolation with serious mental illness suffer exacerbations of their symptoms (psychosis, anxiety, depression) which provoke recurrence.

A special needs pod is particularly important because without one, mentally ill inmates are deemed to be a risk to the safety of SO personnel and are placed in administrative segregation. An inmate in administrative segregation is only allowed out of his cell one hour a day all by himself, and cannot participate in programming, a huge detriment to mentally ill inmates. Moreover, inmates with mental illnesses who harm themselves are deprived of their clothing and get only a safety blanket to cover themselves, and can have no items in their cells. The isolation, the lack of any activities, and the deprivation of items leads many mentally ill inmates to decompensate, requiring crisis care or psychiatric hospitalization. Also, suicides occur disproportionately more often in segregation units than elsewhere in jails and prisons.

Special needs pods in jails have been found to improve the functioning and medication compliance of inmates who suffer from serious mental illnesses. This results in fewer behavioral problems and reductions of the number of individuals on suicide watch. The curriculum would include use of the evidence based Illness Management and Recovery Substance Abuse and Mental Health Services Administration (SAMHSA) toolkit which addresses identifying and increasing awareness of symptoms and symptom management. Education regarding mental illness, medication and side effects would be an integral part of the program to encourage and maintain treatment compliance and stability in the facility and thereafter.

Recommendation 5. Connect all inmates to a transition program at least 60 days prior to release

While time spent in jail can begin the process of recovery for an inmate, true recovery – and true relapse – occurs only in the community. The Vera Institute of Justice found from their study following formerly incarcerated individuals for 30 days post release that those who were quickly linked to key community supports including employment, substance abuse treatment, family reunification, etc., were more likely to make a successful transition to the community. The Urban Institute in their publication “From Prison to Home” calls this the “moment of release” and describes how typically individuals are not prepared nor have plans in place leading to high rates of recidivism. Robust supports in the community, along with the creation of a clear plan and clear connections to support, are what make the difference.



Providing an intensive needs assessment 60 days prior to release, developing a plan and working with a treatment provider before release is key, in addition to treatment beds and drop in centers in the community.

It's recommended that transition to the community begin with placement in a transition center 60 days prior to release. Inmates would receive an intensive needs assessment, a plan would be developed for their transition, and they would be connected to services and supports to ensure their success in the community. These services would be provided, in face-to-face meetings, with community providers who would develop relationships with inmates while in custody, provide continuity and assistance in executing their plan once released. The transition center should be designed so that providers can visit inmates easily without compromising jail security.

Further, transitional beds in the community are necessary to provide stability, an environment that supports clean and sober living and treatment compliance, and the necessary supports and structure for individuals to execute their long term plans for treatment, housing, education and employment, building social supports and re-establishing family relationships. A day reporting and assessment center in the community is necessary for individuals who may have a transient living situation or lack supports, and are in need of computer access, food vouchers, assistance with linkage to services, or encouragement and advice to maintain pro-social behaviors and remain out of custody.

Individuals with frequent contact with the criminal justice system could be referred to forensic intensive case management services (a specialized Full Service Partnership) which would provide intensive supervision and case management to keep people engaged in treatment and in the community. The evidence base for these intensive community programs has shown they can significantly reduce arrests, homelessness and hospitalization for enrollees. Services would address individuals need for housing, referrals to treatment, transportation and case management with frequent contact to provide support and assistance in removing roadblocks in access to care and support services.

Recommendation 6. Keep low level offenders, especially those with significant mental illness, out of jail and in intensive community programming so they can connect with services they need to stabilize their lives

The Correctional Health mental health caseload is approximately 320, 35% of the jail population at any time. Only 35% of this group has been known previously to the Behavioral Health and Recovery Services system. Unfortunately, it is frequently when someone is incarcerated that their mental health and chemical dependency needs are first identified. In order to keep low level offenders with significant mental illness out of jail, we need to adopt strategies that will be effective with people who have never been engaged in treatment, as well as those who are well known to us. Many strategies that would be effective and supported by all partners were outlined in a memo produced earlier this year through a collaborative work group comprised of health and criminal justice representatives including the Sheriff's Office (attached). The work group's recommendations included expanding crisis intervention training;



expanding SMART; establishing a crisis residential program; expanding Full Service Partnerships which provide wrap around services and intensive support to help maintain individuals stability in the community, reducing recidivism; and establishing a joint structure for collaborative review of anyone admitted to the jail for consideration of alternate dispositions.

San Mateo County has a successful diversion program for DUI offenses which could serve as a model for other offenses and especially for people with mental illness and substance abuse issues. Individuals charged with low risk crimes would be identified and diverted out of the criminal justice system and into treatment. In fact all low risk offenders should be diverted from incarceration whenever possible, the Centre for Criminal Justice Studies' research found that recidivism rates actually increase among low risk offenders who are incarcerated. High-risk offenders require intensive interventions while low-risk offenders benefit most from low intensity interventions or no intervention at all.

Reducing the number of individuals with serious mental illness who are incarcerated could be accomplished through expansion of Pathways Mental Health Court and use of ankle bracelets and house arrest in lieu of incarceration.

We hope this paper is of use to you in considering the important treatment and policy issues facing the County.

Attachments:

- Collaborative Review Concept Update to Sheriff da11292012.doc (attached in e-mail)
- SMCSO Subcommittee – Gaps & Program Recommendations Final.doc (attached in e-mail)



Health / Behavioral Health, Treatment and Recovery Services (4)

**Fine-tuning SMC Alternatives to Incarceration for People with
Mental Illness and/or Substance Use Problems:
Consensus Recommendations for Strategies
3/19/2012**

The following recommendations were developed out of 5 meetings held between April 2011 and March 2012 among leadership and representatives of the Health System/Behavioral Health and Recovery Services, Police Chiefs and Sheriff's Association, District Attorney, Private Defender, Probation, and Sheriff and reviewed by San Mateo County affiliate of the National Alliance on Mental Illness (NAMI-SMC). The leadership from these organizations recommends each of these strategies for consideration in the event resources become available to fine-tune and enhance our combined efforts to prevent incarceration of people with mental illness and/or substance use problems.

Avoid arrests, jail and hospital admissions by providing training, information, and alternatives for police officers dealing with mentally ill or substance-using individuals.

1) Expand Crisis Intervention Training and follow-up: Together the Sheriff, the Health System's Behavioral Health and Recovery Services (BHRS) and NAMI-SMC have sponsored two 40 hour Crisis Intervention Trainings per year for law enforcement and other first responders to give them the knowledge and skills they need to de-escalate situations involving people with mental health issues. Approximately 300 or about 1/3rd of local law enforcement officers are CIT-trained. Given attrition, this is a small percentage of the countywide number of officers. Moreover, we do not have the capacity yet to review situations where there were poor outcomes of interactions to determine how to improve the training. We do not have capacity to provide consultation to officers in the field who struggle to find solutions for particular cases, nor to link those officers to the Field Crisis Consultation forum when appropriate. The Field Crisis Consultation forum facilitated by BHRS brings representatives of Behavioral Health, Police, Sheriff, DA, Probation, Aging and others together monthly to develop joint strategies for problem-solving particular cases. However, our ability to outreach about the Field Crisis Consultation and make it available to officers who may have actual cases to bring and follow-up is now limited. Crisis Intervention Training is a proven



effective strategy to successfully engage and divert mentally ill individuals in the community and avoid unnecessary incarceration. Expanding the capacity, providing post event debriefing, and better linking the CIT to follow-up consultation and resources will serve more individuals and provide more effective solutions.

Recommendation: Dedicate a law enforcement professional to be paired with a BHRS clinician to provide consultation and follow-up for law enforcement officers before and after situations, linkage to the Field Crisis Consultation meeting and other resources for assistance, and to continuously improve the Crisis Intervention Training. Increase the number of local law enforcement officers who receive training through the addition of several eight hour introductory classes a year. Support statewide efforts to introduce similar crisis intervention training in the training academies.

Recommendation: Implement a voluntary identification card and broader consent system for clients of BHRS that contains provider and other information that would help law enforcement assist clients experiencing mental health problems in the field.

2) Expand and improve SMART: The Health System contracts with AMR to provide specially trained paramedics to assist police in responding to people experiencing psychiatric crises to assist in de-escalating such situations and diverting people from arrest by attempting to connect them to appropriate care. The SMART paramedic can provide psychiatric evaluation as well as medical clearance that would otherwise require a trip to the emergency room. Due to budget reductions, this service has been cut in half. In 2010, there were 1308 emergencies indicated for SMART response, and SMART was able to respond to only 50% of them.

Recommendation: Make the SMART paramedic team consistently available when law enforcement calls for assistance so officers can avoid arresting people with mental illness where possible. Also, connect SMART paramedics to the BHRS electronic health record to give them immediate access to mental health information that would support SMART's ability to triage cases. Develop mechanism for SMART to refer to an ongoing outreach team to follow-up as appropriate.

Avoid protracted jail stays by providing information and alternatives to the DA, PD, Probation and Courts who must make quick decisions regarding disposition of cases.

3) Establish a structure for the collaborative review of mentally ill and developmentally disabled individuals for alternate dispositions: People are sometimes first identified as having a mental illness when they get into jail. There are some cases where disposition would be different and public safety would be preserved, if information about the client's community treatment providers, support system and service plan had been available to the court upon client consent. In the worst situations, individuals are held for months while their competence to stand trial is determined, even when they are charged with minor crimes. In addition, sometimes people with developmental disabilities get caught up in the criminal justice system. Currently, there is no organized system for reviewing their cases and providing information to the DA, PD, Probation, Sheriff and Courts before decisions have to be made to see if a more cost-effective and/or humane response is warranted. Many individuals with mental illness languish in jail, using up precious jail resources, when a quick disposition could have been made if someone were charged with reviewing the inmates' status and providing information as appropriate to the DA, PD, Sheriff, Probation and Court.

Recommendation: Have a BHRS staff member review every individual identified by Correctional Health, Sheriff, District Attorney, Probation, Private Defender, or Court with significant mental illness for information about the person's community treatment providers, plan and social supports and suggestions for an immediate alternate disposition. Obtain consent routinely so information could be shared. Identify the most appropriate, streamlined process for providing this information in time for the first or second Court calendar. Similarly, partner with Golden Gate Regional Center to initiate a review process for all individuals identified with developmental disabilities.

4) Expand the number of people served through Pathways Mental Health Court and Drug Court.

Recommendation: Refer idea to a small group of Pathways partners (Court, DA, PD, Sheriff, Probation, BHRS) to evaluate whether it would be possible to increase the number of clients without altering the diagnostic criteria for Pathways (Axis I). That group would evaluate the possibility of offering pretrial/deferred judgment, and/or charges dismissed upon successful completion. Similarly, ask the Drug Court partners to evaluate whether expansion is feasible there. Explore whether it would help the Court to consolidate some of the special courts serving similar populations.

Implement community based solutions that will reduce criminal justice involvement of mentally ill or substance using individuals.

5) Expand Full Service Partnerships: BHRS has reduced incarceration by 96% and homelessness by 88% for 305 adults with serious mental illness and co-occurring disorders through evidence based Full Service Partnerships operated by Telecare, Caminar, Mateo Lodge and Edgewood. Similar programs have achieved the same results statewide. The partnerships provide whatever support is necessary, including mental health services, case management, medications, housing and other around-the-clock support, to keep mental health and co-occurring clients stable and functioning in the community. The outcomes have been very positive locally and statewide. There are many more clients who would benefit from these programs, but space is limited due to lack of funding, and available funding is limited to people with mental illness.

Recommendation: Add slots in Full Service Partnerships for seriously mentally ill and co-occurring adults who are being discharged from Correctional Health in jail or at risk of going to jail. Dedicate some of these slots to direct access from Psychiatric Emergency Services and San Mateo Medical Center and to law enforcement through # 1 above CIT and follow-up, #2 SMART, #3 Collaborative Review and #8 below Responding to Families.

6) Expand First Chance Model: First Chance, operated by StarVista, is a program where police can drop off people who are arrested for DUI or inebriation 24 hours a day, 7 days a week in lieu of taking them to jail. There is no similar place for police to use for people with urgent and symptomatic mental health problems except the jail or Psychiatric Emergency at SMMC.

Recommendation: Establish a short term crisis residential program as an alternative to incarceration and/or hospitalization for men and women with a serious mental illness.

7) Increase residential detoxification capacity for individuals that need longer stabilization than First Chance and that are candidates for substance use treatment.

Recommendation: Add residential detoxification beds.

8) Respond Earlier to Families in Crisis: Avoid arrests and jail admissions by providing earlier intervention for families and others who are trying to identify assistance for someone experiencing deterioration of their mental health that may result in crisis and legal system involvement.

Recommendation: Create a more structured response for families/others to petition the Behavioral Health Director for immediate, in the field evaluation (W & I Code 5201 and 5202) of their family member with information about that person's risk to self/community, history of hospitalization, criminal justice interactions, rejection of past treatment/other history. Connect a family member liaison to the concerned family to sustain communication and follow-up on their concerns.

Assign these cases for prompt outreach, psychiatric evaluation, and treatment planning including if appropriate

--planned residential or hospital admission,

--medication support

--5150 (danger to self/others/unable to care for self) evaluation

-- involuntary evaluations under little used W & I Code 5201 and 5202

--conservatorship/temporary conservatorship evaluation,

--Riese hearing (involuntary medication),

--petition of SSI for involuntary Rep-Payee,

--engagement by full service partnership

Recommendation: Strengthen the LPS involuntary detention process to ensure the court has all relevant information on every case reviewed for probable cause 14 day holds, temporary conservatorship, and conservatorship, so that no case is set-aside due to insufficient information from people who have the most familiarity with the case. Include county counsel consultation, second opinion for the court, and letter of concern from the Behavioral Health Director to the court when appropriate.



Participants in the planning meetings convened by Health included:

District Attorney: Steve Wagstaffe

Health System: Chris Coppola, Judy Davila, Crispin Delgado, Jean Fraser, Stephen Kaplan, Carlos Morales Louise Rogers, Terry Wilcox-Rittgers

Police Chiefs and Sheriff's Assoc: Don Mattei and Neal Telford

Private Defender: Myra Weiher

Probation: Christine Villanis

Sheriff: Jim Coffman, Mark Hanlon, Mark Wyss

StarVista: Michael Garb



Vocational Training / Jobs, Career, Work Furlough Program (1)

Subcommittee Name: **Vocational Training –Jobs, career, WFP**

Date: July 05, 2012

Ground rules:

1. There are no bad ideas
2. Be curious; ask questions
3. Engage with your committee
4. Problem solve; figure out what’s missing

Objective:

To provide recommendations that will improve programming and service support systems and reduce the cycles of recidivism

- Identify existing gaps in current programming; is there a blend of reform, reentry/re-integrative and activities that effectively meet the needs of the population?
- Are there gaps in existing service
- Determine how those gaps can be closed with new or improved programs

Key questions to consider:

5. Are we equipping inmates with what they need to succeed once they are released?
6. Are the programs we currently have in place effectively delivering what they promised?
7. How can we better equip our inmates to succeed? Here are some options to consider:
 1. Financial literacy
 2. Interpersonal skills
 3. Technology skills
 4. Other basic skills for non-professional jobs
8. Are programs effective, but inmates are unaware of them?

Our recommendations are:

<u>Identified Gap</u>	<u>Recommendation (Program/Supportive Service)</u>
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(1) Career choices in re-entry programming -

Use Job Train-Student Conservation Alliance model in a collaborative effort with both the public and private sectors to provide internships utilizing existing programs, grants and alliances to provide realistic career choices for re-entry.



Contact Student conservation alliance for information on their current internship program -
Contact Human Resources for requirements on seasonal parks employment - Contact Bay Area Gardeners Association for information - Contact Off Highway Program regarding a funding grant.

Model for reentry program

Custody to re-entry program (parks training) - Internship (Seasonal parks Internship) = Jobs within the existing business community = Landscaping/Arborists

Utilizing SMCO Parks - Department of Public Works - CalTrans

Seasonal Parks Training

Gardening - Landscaping - Arborist

Janitorial Services

Small engine repair

Off Highway program (fences, retaining wall repairs, fuel reduction)

2) Enhance existing career instruction within the correctional facilities. Utilize closed circuit television within the facility to broadcast instructional classes



Vocational Training / Jobs, Career, Work Furlough Program (2)

Program Review Subcommittee Minutes - August 03, 2012 @ 10:00 AM

Maple Street Complex Facilities at 1590 Maple Street, Redwood City, Ca

Attendance (noted by sign in sheet):

Deborah Picar - Job Train, Matthew DelCarlo - SMC Parks, Peter Ullman - Job Search Instructor, Doug Koenig - DPW Facilitator, John Joy - SMC Works, Carmen O'Keefe - SMC Human Services Agency/Vocational Rehabilitation Services (VRS), Kay O'Neil - Canada College.

Sheriff's Office Representatives in Attendance: Captain Mark Hanlon, Alma Zamora, & Pam Glembot.

The meeting began promptly at 10:00am with introductions and ground rules. Notes from our first meeting were presented by Captain Mark Hanlon and Sgt. Pam Glembot.

The key components discussed in meeting #1:

- 1) Develop new programming using the job train model with County Parks, DPW, and Cal Fire.
- 2) Closed circuit television programming in both facilities – Peter Ullman to assist with this proposal.

Lt. Alma Zamora reviewed the objectives and key questions to be considered during this meeting. The objectives and key questions were as follows:

To provide recommendations that will improve programming and service support systems and reduce the cycles of recidivism.

Recommend programs that conform to best practice functionalities to fill gaps in service your group previously identified

- Program recommendations can include:
 - Improvements to existing programs in SMC Jail
 - Expansion of existing programs to accommodate increased number of inmates
 - Programs that have resulted in successful & measurable outcomes elsewhere
 - Innovative ideas for programs

Key questions to consider:

9. Are we equipping inmates with what they need to succeed once they are released?
10. Are the programs we currently have in place effectively delivering what they promised?



1. What can we do to improve them?
11. How can we better equip our inmates to succeed? Here are some options to consider:
 1. Case management
 2. Continuum of services (wrap-around)
 3. Linkages to service agencies upon release
 4. Interview training / resume writing
 5. Introduction to online job boards

The program recommendations were to develop an assessment tool - "work keys" to assess the following information for each inmate:

- New career path?
- Right career path?
- Work on current skills
 - Relationship
 - Relevance
 - Rigor

The GAP this would fill is for realignment with career outside of custody and to reduce recidivism rate (**best practice function –Reintegration**).

Another GAP identified was the need for "soft skills." At times, inmates are hired for their "hard skills" however are fired for "soft skills" (**best practice function –Reform**).

Program recommendations are to work collaboratively with VRS and provide rehabilitation counseling, assist with job development and retaining the job; Job coach (**best practice function –Reform**).

Human Services Agency (HSA) - "Work Center" currently utilizes the Sheriff's Work Program participants and provides "wrap-around" services through Canada College and HSA (**best practice function –Reform & Reintegration**).

Transitional 18 month program utilizing public/private partnerships with:

Mental Health

Drug & Alcohol Counseling

Peers to assist

Financial assessment - "braided funding"

Vocational Rehabilitation

Eligibility for Financial

Transitional Employment



Catering Connection

Clerical

Recycling Program

Green Jobs program

Food Distribution

Allied Health Professionals

Nutrition - Dietary Disease

Community Health Workers

Sustainable Landscapers

DISCUSSION* It is possible to place current and future inmates that meet sheriff's office criteria on a Work Furlough status and allow them to participate in this 18 month transitional program in lieu of FT incarceration **(best practice function –Reform & Reintegration).**

Next meeting scheduled for September 14, 2012 @ 10:00am and will be hosted by Carmen O'Keefe, Vocational Rehabilitation Services Manager – 550 Quarry Road, San Carlos. Anyone interested in a tour of the Central Region Employment & Services Center prior to the meeting, please RSVP with Carmen.

Meeting concluded @ 11:00 am.



Socialization, Reentry and Family Reunification/ Mentoring, Pre-Release, Hosuing, Support & Aftercare (1)

Socialization, Re-entry & Family Reunification Workgroup

Meeting #1 7/13/12

Topic: Gaps in Programming & Services

Identified Gap	Recommendations
<p>Focus on discharge - plans for discharge</p> <p>Thorough assessment at intake</p> <p>Focus on gang diversion – follow up once discharged (issue of belonging/protection) impacts space, programs</p> <p>Involvement of formerly incarcerated individuals to serve as mentors</p> <p>New entry vs. re-entry (different needs of these populations)</p> <p>Issues – generational history of incarceration – who serves as role models</p> <p>Gang – protection of ‘drop outs’ to support them while in jail – specialized programming needed</p> <p>Formal plans for different types of inmates, i.e. based on length of stay (few months vs. a few years).</p>	



<p>Resources guide, 'Getting Out/Staying Out' (SF booklet)</p> <p>- Mentoring by formerly incarcerated</p> <p>- Assessment of viability of returning to home (consider city inmate returning to and family supports)</p> <p>*Transitional Housing</p> <p>Cultural focus – mentoring e.g. IMPAC (incarcerated men putting aside childish things) Program that is utilized in jail population</p> <p style="text-align: center;">Identified Gap</p>	<p>Consideration for a San Mateo guide</p> <p>Mentoring program to be expanded to jail population</p> <p>Key to stability and very much needed. Discuss discharge housing options at point of entry</p> <p style="text-align: center;">Recommendations</p>
<p>*Changing one's thinking about possibility of change.</p>	<p>Moral Recognition Therapy Cognitive Behavioral Therapy Program that is evidence based</p> <p>Use of Wellness Recovery Action Plan (WRAP)</p>



<p>Lack of communication with legal staff</p> <p>Question about DV Programs while individuals incarcerated (Need to highlight EBP in this area) – Identify & assessment</p> <p>DV – address gender impact/needs</p> <p>Supports/case management when discharged</p> <p>Family assessment, esp. when children involved.</p> <p>Identify needs to keep families together, develop resources (finances, housing, childcare)</p> <p>- Closer interface with Core Service Agencies to identify this group as priority population</p> <p>- Sharing of information (by inmate) with trusted individuals.</p>	<p>Need more information about existing domestic violence programs in the jail</p> <p>Look at EBP</p> <p>How is effectiveness of program measured?</p> <p>Survivor focus groups programs</p> <p>Notification to survivors upon release of inmate</p> <p>Program/Speakers who share experience about parents being incarcerated e.g. Alameda County and San Francisco programs</p> <p>Enhanced visitation</p> <p>Look at EBP Model</p> <p>More frequent visitation between parents and children impacts inmates positively</p>
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<p>Connection with school districts to support children whose family members are incarcerated.</p> <p>Mental Health need (being addressed by another workgroup)</p> <p>Restorative justice model - what will change inmates criminal behavior</p> <p style="text-align: center;">Identified Gap</p>	<p style="text-align: center;">Recommendations</p>
<p>Alumni program in the jail?</p> <p>Outside?</p> <p>Focus on the HOW vs. the WHAT</p>	
<p>Additional Recommendation</p>	
<ul style="list-style-type: none"> • Meeting/coordination of Bay Area Counties to share information resources and best practices • CHOICES model is very effective: addiction issues look at expansion to other population • Ongoing reminders about services upon release • Pre-release class – 90 days prior to release • Tattoo removal program • Employer friendly presentations in the jail to provide hope and option for inmates 	
<p>Attendees</p>	
<p>Mike Nevin Deborah Torres John Kelly Reverend Mary Frazier Pastor Andre Harris Bill Bonifacio Charisse Lebron-Cannon Kathleen Irvine</p>	



Michael Murray
Melissa Lukin
Charles Tharp

Socialization, Reentry and Family Reunification/ Mentoring, Pre-Release, Housing, Support & Aftercare (2)

Subcommittee Name: Socialization, Re-entry and Family Reunification

Date: August 2, 2012

Ground rules:

1. There are no bad ideas
2. Be curious; ask questions
3. Engage with your committee
4. Problem solve; figure out what's missing

Objective:

To provide recommendations that will improve programming and service support systems and reduce the cycles of recidivism

- Recommend programs that conform to best practice functionalities to fill gaps in service your group previously identified
 - Program recommendations can include:
 - Improvements to existing programs in SMC Jail
 - Expansion of existing programs to accommodate increased number of inmates



- Programs that have resulted in successful & measurable outcomes elsewhere
- Innovative ideas for programs

Key questions to consider:

1. Are we equipping inmates with what they need to succeed once they are released?
2. Are the programs we currently have in place effectively delivering what they promised?
1. What can we do to improve them?
2. How can we better equip our inmates to succeed? Here are some options to consider:
 1. Case management
 2. Continuum of services (wrap-around)
 3. Linkages to service agencies upon release
 4. Interview training / resume writing
 5. Introduction to online job boards

Our recommendations are:

<u>Program Recommendation</u>	<u>Gap it fills</u>	<u>Best Practice Function:</u> Reform, Reentry/Reintegration, Activity
Development of a Resource Guide-on line, hard copy "Getting Out & Staying Out" (SF) A Guide to SF Resources for People Leaving Jail and Prison Add the in to the Community Information Program Resource Guide for SM County	Informing individuals of resources in the community, allows for discharge planning earlier	Re-Entry
Transitional Housing-linkage to resources. Discuss discharge housing options at point of entry	Housing, possible re-unification with family, impacts access to jobs if focus is on housing	Re-entry (look at what other counties are utilizing; Berkeley Options Program; Volunteers of America)



Moral Recognition Therapy (MRT) Use of Wellness Recovery Action Plan (WRAP)	Sense of hopelessness, negative direction-factors which impact socialization and re-entry	Reform
Domestic Violence Resources/Program Survivor Focused Groups	Needed more info about existing DV Programs in the jail	Reform (DV activity and curriculum for everyone in the jail)
Program/speakers who share their experience about parents being incarcerated, e.g. Alameda County and SF programs	Lack of current family assessment, esp. regarding children's needs	Activity
Family Assessment of needs upon point of entry, e.g. housing, finances, childcare. Enhanced visitation (look at evidence-based practices)	Identified needs to keep families together, prevent placement of youth in foster care, maintains continuity for inmate when discharged and more seamless reunification with family	Reentry/reintegration
Pre-release class 90 days prior to release as well as ongoing reminders about services upon release	Provides resources so that inmate can resume involvement in community and prevent reentry	Re-entry/reintegration

Additional notes:

Additional recommendations: Job Placement Staff; Community Service Component; Garnishment Reduction; Expungements on records



Socialization, Reentry and Family Reunification/ Mentoring, Pre-Release, Housing, Support & Aftercare (3)

Notes from August 2, 2012 Subcommittee Meeting (Socialization, Reentry and Reunification)

5. Development of a Resource Guide

Copy of San Francisco Reentry Council's guide passed around. On-line version available at www.sfreentry.com/resource-guide/. Similar information is available for San Mateo County, but not centralized in one document. Shirley Melnicoe is preparing a document for distribution to Achieve 180 clients. Should be available soon. Subcommittee members' comments supported the development of a document similar to the San Francisco book. Best Practice Function (BPF) seems to be an activity for reentry/reintegration.

6. Housing Linkage

There was discussion about Berkeley options and Volunteers America. Not clear on the details. BPF: Reentry/Reintegration.

7. Moral Recognition Therapy (MRT)

Members commented that this program could be very helpful in making reintegration more successful. More work needed to identify resources to provide for this program inside. BPF: Reform

8. Domestic Violence Resources/Programs etc.

Members suggested that a weekly session on every jail unit relating to Domestic Violence be part of the regular activities schedule. Session for all inmates, not just those charged with domestic violence. BPF: Activity/Reform

9. Programs/Speakers on their experiences about incarcerated parents

Reference was made to Alameda and San Francisco programs that might be a model for a similar program in San Mateo. BPF: Activity

10. Point of Entry assessment of Family Needs



Strong support from subcommittee members for such an assessment. There was also some discussion about a personal assessment of a new inmate to determine a plan of action and programming while incarcerated (e.g. education, addiction, employment). BPF: Activity; possibly Reform.

11. Pre-release class 90 days before release about available resources upon release

While there was support for this activity in connection with item #1, the timing of the class might need to be adjusted because of the mix of un-sentenced and sentenced inmates and credit for time served. BPF: Activity and Reentry

There were several other areas discussed relating to Program Recommendations that were not on the Group's template:

1. Community Service Component

Perhaps as part of the Pre-release class, a discussion with inmates about the restorative justice aspect of giving back to the community in a constructive way.

2. Expungement Information made available after inmates are released

Possible providers of this service and legal limitations need to be further explored.

Mention of a Job Fair event initiated by Supervisor Rose Gibson was also made. Details to follow.



Jail Programming & Education

Jail Programming

Education Subcommittee

**Results and Recommendations
from the Jail Programming
Education Sub Committee**

Background

Members represented

- San Mateo Board of Education
- Project READ-Redwood City
- Cañada College
- Notre Dame de Namur University

All with professional experience and knowledge

- Pre-kindergarten, ages 0-5
- K-12
- High School
- Community college
- University levels

Recommendation

Education is one of the key factors for imprisoned adults to have the opportunity to make a successful transition into the mainstream public when they are released from jail; obtain skills to seek and hold employment opportunities for themselves and provide for their families; to minimize reliance on governmental resources; and to avoid recidivism.

Strategy

Leverage and support community organizations skilled in the area of education to provide skill and interest assessment; literacy skill building academic and vocation training; personal life skills; determination of resources and financial opportunities to complete one's education; career counseling; and mentoring counseling.

Utilizing Proven & Successful *Community Resources*

Working in tandem and continuously, Project Read, the San Mateo County Board of Education, Success Through Education Program (STEP), Cañada College, and other organizations and education institutions would provide on-going educational assessment and opportunities.

Success Through Education Program

STEP will provide to inmates while incarcerated assessment of skills and interests for vocational or educational pursuits; personal financial education; academic advising; and educational financial aid funding resources information.

Success Through Education Program

STEP's focus is to identify, establish, and drive education and training opportunities, support, mentoring and programs to meet the needs of adults in and out of incarceration returning to the workforce.

G.E.D.

San Mateo County Board of Education provides the General Educational Development Test (G.E.D.) for people who did not graduate from high school but would like to obtain a certificate equivalent to the traditional high school diploma.

G.E.D.

The G.E.D. tests knowledge in five subject areas and can be given in English, Spanish, or French with special editions available for the legally blind; as well as modifications for learning or physically disabled students.

Project READ - Redwood City

Project READ-Redwood City is an innovative intergenerational program bringing literacy to adults, youth and families in the community.

Their programs include:

- One-on-one tutoring for youth and adults**
- Small group instruction**
- Programs for inmates in the San Mateo County Jails: Poetry, Nonviolent Parenting, college-accredited Tutor Training, and other workshops**

Project READ-Redwood City

Established in 1987, Project READ is a free, volunteer-based literacy program serving adults, children and families.

They are a four-time award-winning organization with programs designed to break the cycle of illiteracy by surrounding families with literacy services that promote education and life-long learning.

Project READ-Redwood City

Project READ is currently and has successfully been providing services within the San Mateo County Jails.

Cañada College

Cañada College in Redwood City, as well as other San Mateo County College District institutions, have been successfully providing career and technical educational training, certificates, and two year college degrees to adults in the county.

Cañada has partnerships with state and private colleges and universities which provide four year degree programs.



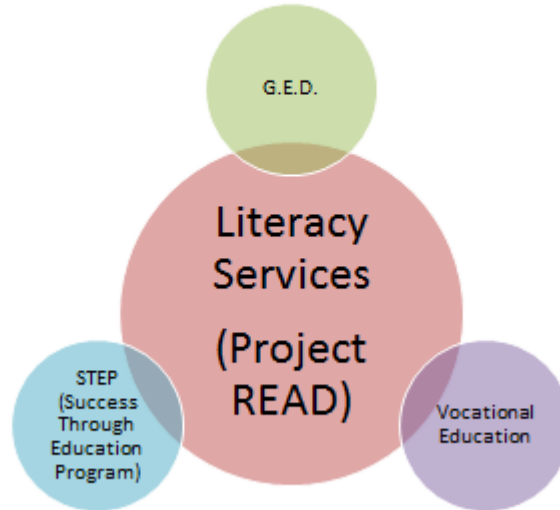
Success Through Education

STEP will provide mentoring through its 4,000 plus adult, alumni network which will mentor on a one-on-one model, committing to assist current and former inmates through college/university pathway towards educational two and four year degree completion.

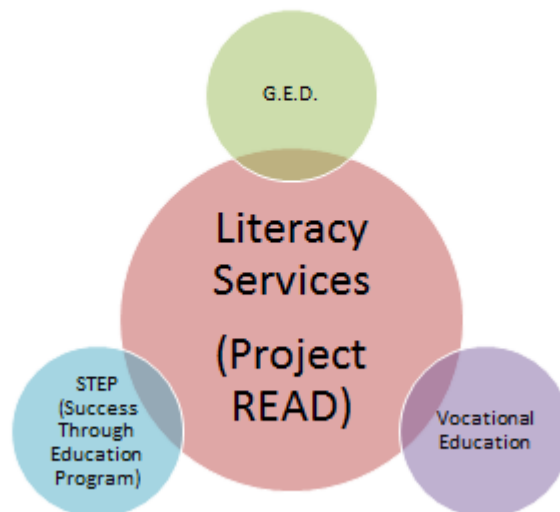
Continuum of Partnership

In order to ensure continued success, there needs to be a continuum of partnership between organizations such as Project READ, San Mateo County Board of Education, the San Mateo County College District, STEP, the San Mateo County Sheriff's Department and other community resources to meet and fulfill the needs of the previously incarcerated and to reduce recidivism.

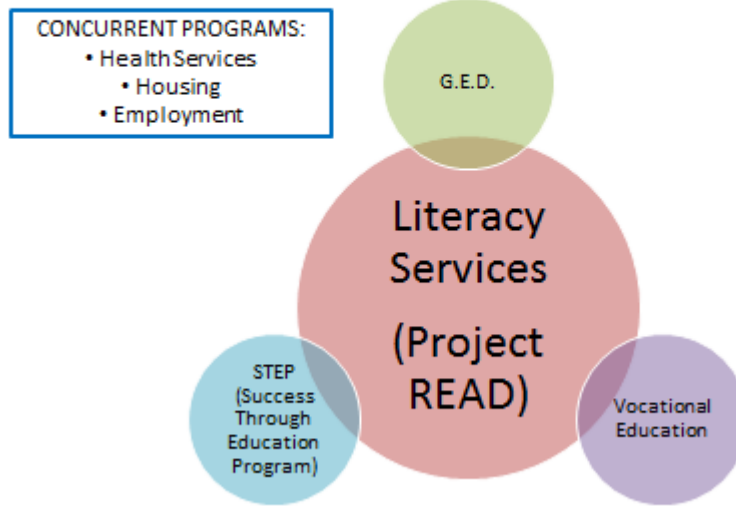
PREVENTATIVE (Needs Based, Goals Directed)



IN CUSTODY (Needs Based, Goals Based)



ON PROBATION (Needs Based, Goals Based)





COUNTY OF SAN MATEO
County Manager's Office



DATE: March 11 , 2013
BOARD MEETING DATE: March 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

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

RECOMMENDATION:
Accept Measure A Plan.

Proposals for Measure A funding will be brought to the Board for consideration at your regular meetings between April 23 and July 23 in accordance with the attached timeline.

The list has been revised to include Board comments from the February 26 meeting, adding separate items for Early Childhood Education, Mental Health Services in Schools, and Infrastructure Catch-Up (facilities and IT/communications).

Process Proposals

Each proposal for Measure A funds will consist of an analysis including:

- Community Impact
- Data to support service gaps and demonstrate need
- Evidence-based practices demonstrating proposed approach works
- Performance measures with baseline data and two-year goals
- Other Funding Sources Available (use Measure A as leverage)
- Other Agencies Involved
- Two-Year Budget Estimates
- Contact information for data collection and reporting

Proposals that the Board determines should be considered as part of the two-year Budget will be brought back in its entirety to the Board as a stand-alone package for consideration and approval in September. The proposals have been grouped together by category to give the Board a better understanding of how each proposal will be integrated or meet an immediate need and/or close a gap in the delivery of an essential service. Once approved by the Board all proposals and projects funded for Measure A tax proceeds will be finalized in a plan that will identify expected outcomes, performance measures, costs and timeline milestones (as appropriate).

ATTACHMENT – Summary of Measure A Initiatives and Board Report Schedule

Priority Category	Major Initiatives	Report Schedule – Board Meeting Date
Parks	(1) Strategic Plan	April 23, 2013
	(2) Devil's Slide	April 23, 2013
Infrastructure Catch-Up	Buildings and Facilities Infrastructure	April 23, 2013
Housing Affordability	(1) Homeless Veterans	May 7, 2013
	(2) Homeless (general)	May 7, 2013
	(3) General affordable housing solutions	May 7, 2013
Community-Based Safety Net Services	(1) Core agency needs	May 7, 2013
	(2) Thrive Alliance	May 7, 2013
Health	(1) Seton Medical Center	May 21, 2013
	(2) Pescadero	May 21, 2013
Early Childhood Education and Health	(1) Prenatal to Three (2) Preschool programs	June 4, 2013
Youth Mental Health and Safety (Health, Human Services, Probation, Sheriff)	(1) Child Protection (2) School Safety (3) Mental Health Services at Schools	June 4, 2013
K-12 After School Programs	(1) Homework Centers	June 4, 2013
	(2) Reading Programs	June 4, 2013
Libraries	Capital Projects	June 18, 2013
Arts	Peninsula Arts Community	June 18, 2013
Reducing Long-Term Liabilities	Pension Unfunded Liabilities	June 18, 2013
Transportation	(1) SamTrans	July 9, 2013
	(2) Bicycle Coordinator	July 9, 2013
North Fair Oaks Community Plan	(1) Long-range planning	July 9, 2013
	(2) Implementation	July 9, 2013

Priority Category	Major Initiatives	Report Schedule – Board Meeting Date
Technology – Modernization and Reporting Tools	<ul style="list-style-type: none"> (1) Criminal Justice Integration (CJI) Project – systems and reporting (2) Open Data / Performance Dashboards (3) Infrastructure – Technology and communications 	<p style="text-align: center;">July 9, 2013</p>
Adult Mental Health and Safety (Health, Human Services, Probation, Sheriff)	<ul style="list-style-type: none"> (1) Health System Memo (2) One East Palo Alto (3) SMART Program (4) Realignment (5) Mental health drop-off center 	<p style="text-align: center;">July 23, 2013</p>
Public Safety	<ul style="list-style-type: none"> (1) Dispatch / Emergency Operations Center (EOC) including technology/CAD replacement (2) Coastside emergency response coordinator 	<p style="text-align: center;">July 23, 2013</p>
	<ul style="list-style-type: none"> (3) Fire Engine Replacement Fund (4) Pescadero Fire Station replacement 	<p style="text-align: center;">July 23, 2013</p>
	<ul style="list-style-type: none"> (5) Veterans courts 	<p style="text-align: center;">July 23, 2013</p>

MINUTES

Board Members

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

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

County Counsel
John C. Beiers

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The meeting was called to order at 9:05 a.m.

March 12, 2013

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Speakers recognized by the President:

Martin Fox, Belmont
Kathryn O'Malley Hall, Redwood City

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 action.)

PRESENTATIONS AND AWARDS

1. Presentation of a proclamation (**3409**) 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

Speakers recognized by the President:

Supervisor Carole Groom, Board of Supervisors
Christine Padilla, President, Commission on the Status of Women

Motion: Groom / Second: Tissier

2. Presentation of a proclamation (**3410**) designating March 2013 as National American Red Cross Month (Supervisor Don Horsley)

Speakers recognized by the President:

Supervisor Don Horsley, Board of Supervisors
Cindy Holzman, American Red Cross, San Mateo Leadership Council

Motion: Horsley / Second: Tissier

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)

Speakers recognized by the President:

Supervisor Carole Groom, Board of Supervisors
Gina Kuo, Recipient
Kenneth Huo, Recipient

4. Presentation by Andrew Gurthet, Director of the San Mateo County Law Library

Speakers recognized by the President:

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)

Speakers recognized by the President:

John L. Maltbie, County Manager
Michael Brownrigg, Agile Organization Taskforce Member
Mike Garvey, Agile Organization Taskforce Member
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors

Motion: Tissier / Second: Slocum

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

Noes: None

6. 1:30 p.m.

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

REGULAR AGENDA

BOARD OF SUPERVISORS

7. Board Members' Reports – **No 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 (**072401**) 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 **(3411)** honoring Lillian I. Matsumoto upon the celebration of her 100th birthday (Supervisor Adrienne Tissier)
17. Ratification of a resolution **(3412)** honoring the 7 Mile House upon the celebration of its 160th anniversary (Supervisor Adrienne Tissier)
18. Ratification of a resolution **(3413)** honoring Sofia Dueñas upon receipt of the 2012 Sequoia Award as an Outstanding Student (Supervisor Don Horsley)
19. Ratification of a resolution **(3414)** honoring Jeremy Smith upon receipt of the 2012 Sequoia Award as an Outstanding Student (Supervisor Don Horsley)
20. Ratification of a resolution **(3415)** honoring Richard Imperiale upon receipt of the 2012 Sequoia Award for Outstanding Individual (Supervisor Don Horsley)
21. Ratification of a resolution **(3416)** honoring Rocket Fuel upon receipt of the 2012 Sequoia Award for Outstanding Business (Supervisor Don Horsley)
22. Ratification of a proclamation **(3417)** designating February 24 through March 2, 2013 as Peace Corps Week (Supervisor Carole Groom)
23. Ratification of a resolution **(3418)** 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 **(072402)** 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

This item was moved to the regular agenda.

Speakers recognized by the President:

Supervisor Warren Slocum, Board of Supervisors
John L. Maltbie, County Manager

Motion: Tissier / Second: Horsley

HEALTH SYSTEM

26. Resolution (**072403**) 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 (**072404**) 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 Coastside, 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

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

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

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

HUMAN SERVICES AGENCY

31. Resolution (**072405**) 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 (**072406**) 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 (**072407**) 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 **(072408)** 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 **(072409)** 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 **(072410)** 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 **(072411)** 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 **(072412 & 072413)** 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

This item was moved to the regular agenda.

Speakers recognized by the President:

- Jim Porter, Public Works
- Dan Rogers, Redwood City
- Daryl Rolla, Emerald Hills
- Julie Croteau, Roy Cloud / Safe Routes to School
- Supervisor Don Horsley, Board of Supervisors
- Supervisor Carole Groom, Board of Supervisors

Motion: Horsley / Second: Pine

39. Resolution (072414):

- 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 (072415) 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

The Board settled a pre-litigation personal injury matter in the amount of \$125,000.

- B) **Conference with Labor Negotiators**
Agency designated representative: Kelly Tuffo
Employee Organization: San Mateo County Council of Engineers (SMCCE)

The Board recessed to regular closed session at 11:25 a.m.

The Board reconvened the open session at 11:55 a.m.

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

The meeting was adjourned at 11:55 a.m. in memory of William J. "Bill" Stangel, Teresa Henderson, Robert Simbe, John "Jack" Schutz, George Louis "Chief" Riccomi, Josefa Osorio Acevedo, Amado Osorio Acevedo and Josue Osorio.

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

David Lea

WHEREAS, DAVID LEA and his father Ed have been selected Farmer of the Year by the San Mateo County Farm Bureau for 2012; and

WHEREAS, DAVID LEA is part of a three generation family legacy started by his grandfather Giorgio who emigrated from Magliolo, Italy in 1922; and

WHEREAS, DAVID LEA joined his father Ed's farming operation in his teens, graduated from Half Moon Bay High, and received his BS from Chico State in Crop Science, and worked first for George Ginilo at the County Agricultural Commission's office before returning to farming full time, and is currently working on agriculture research projects focusing on soil improvements and water conservation, and is also currently supporting the HEAL Project by providing land for the program and offering student tours; and

WHEREAS, DAVID LEA was born on March 16, 1953 in San Mateo to Ed and Elinor Lea, has been married to Pat for 30 years, is the proud father of two daughters, Amanda and Michelle, and very involved in the community, including coaching girls' softball, serving on the Board and then as President of the County Farm Supply.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends DAVID LEA upon being named the 2012 Farmer of the Year and thanks DAVID LEA for his continuing commitment to stewarding quality farming practices on the San Mateo County coastside.

Dated: March 20, 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

Ed Lea

WHEREAS, ED LEA and his son David have been selected Farmer of the Year by the San Mateo County Farm Bureau for 2012; and

WHEREAS, ED LEA is part of a three generation family legacy started by his father Giorgio who emigrated from Magliolo, Italy in 1922; and

WHEREAS, ED LEA joined his father Giorgio's farming operation in his teens, serviced in the Navy aboard the USS Pennsylvania during the WWII, and rejoined his father on "the Ranch" when he returned home from the war, and in addition served on the Cabrillo School Board in Half Moon Bay during the 1960 and 1970's; and

WHEREAS, ED LEA was born on August 8, 1924 in Moss Beach to Giorgio and Madelena Lea, has been married to Elinor for 65 years, is the proud father of Judie, David and Shirley, and is a devoted husband, father, and grandfather.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County hereby honors and commends ED LEA upon being named the 2012 Farmer of the Year and thanks ED LEA for his continuing commitment to stewarding quality farming practices on the San Mateo County coastside.

Dated: March 20, 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 15, 2013
BOARD MEETING DATE: March 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John C. Beiers, County Counsel

SUBJECT: Issuance and Sale by the Burlingame School District of General Obligation Bonds, Series A

RECOMMENDATION:

Adopt a Resolution authorizing the Burlingame School District to issue and sell Series A Bonds, through a negotiated sale, in an amount not to exceed \$30,000,000, without further action of the County.

BACKGROUND:

The voters in the Burlingame School District ("District") approved by more than fifty-five percent of the voters a school bond measure on November 6, 2012, in the maximum aggregate principal amount of \$56,000,000 (the "Bond Measure").

The District's Board of Trustees authorized the issuance of Burlingame School District (San Mateo County, California) Election of 2012 General Obligation Bonds, Series A, in an aggregate principal amount not-to-exceed \$30,000,000 ("Series A Bonds"), and requesting that the County Board of Supervisors authorize the District to issue and sell on its own behalf, by negotiated sale, the Series A Bonds.

DISCUSSION:

Typically, the County issues and sells general obligation bonds on behalf of a school district. For this transaction, the District has adopted a resolution (the "District Resolution") requesting that the County authorize the District itself to issue the particular series of bonds, and to sell the bonds through a negotiated sale. California Government Code sections 53506, et. seq. and Education Code Section 15140(b) allow the Board of Supervisors to authorize the District to sell and issue bonds on its own behalf without further action of the Board of Supervisors or officers of the County.

The District is being assisted by Stradling, Yocca, Carlson & Rauth, as bond counsel, and Backstrom McCarley Berry & Co., LLC. as financial advisor.

Authorizing the District to issue and sell its own bonds will contribute to the Shared Vision 2025 outcome of Collaborative Community by supporting fiscal accountability.

FISCAL IMPACT:

These bonds are general obligations of the District, and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the bonds.

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

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RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING THE BURLINGAME SCHOOL DISTRICT TO ISSUE AND SELL SERIES A BONDS, THROUGH A NEGOTIATED SALE, IN AN AMOUNT NOT-TO-EXCEED \$30,000,000, WITHOUT FURTHER ACTION OF THE COUNTY

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

WHEREAS, an election was duly and regularly held in the Burlingame School District (the "District") on November 6, 2012, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting a bond measure (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$56,000,000 (the "Bonds"), and more than 55% of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, Section 15140(b) of the Education Code of the State of California ("Education Code") authorizes a County Board of Supervisors to allow school districts over which the County Superintendent of schools has jurisdiction to issue and sell school bonds directly without further action by the Board of Supervisors or officers of the County if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Board of Trustees of the District, a school district under the jurisdiction of the Superintendent of Schools of the County of San Mateo, has adopted, a District Resolution (the "Series A Resolution") providing for the issuance and sale of Burlingame School District (San Mateo County, California) Election of 2012 General Obligation Bonds, Series A, in an aggregate principal amount not-to-exceed \$30,000,000 ("Series A Bonds"), and requesting that this Board of Supervisors of the County of San Mateo (the "County") authorize the District to issue and sell its proposed Series A Bonds on its own behalf at a negotiated sale pursuant to and subject to the Education Code or the Government Code and applicable law; and

WHEREAS, the District has represented and warranted to the County that it has not received a qualified or negative certification in its most recent interim report.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED AS FOLLOWS:

SECTION 1. Authorization of Negotiated Sale. This Board hereby authorizes the issuance and negotiated sale by the Burlingame School District, on its own behalf, of the Burlingame School District (San Mateo County, California) Election of 2012 General Obligation Bonds, Series A, in an aggregate principal amount not to exceed \$30,000,000 (the "Series A Bonds"), as permitted by the California Education Code, Government Code and applicable law, and the terms set forth in the Series A Resolution.

SECTION 2. No Qualified or Negative Certification. If the District shall have received, at the time of the sale or issuance of the bonds, a qualified or negative certification in its most recent interim report (as defined in Article 3 of Chapter 6 of Part 24 of Division 3 of Title 2 of the Education Code, or any successor law) the District shall not be entitled to issue bonds pursuant to the authority granted by this Resolution.

SECTION 3. District Responsibilities. Whenever the District issues bonds payable from ad valorem taxes, including specifically pursuant to the authority granted by this Resolution and by Education Code Section 15140(b) of the Education Code, the District shall be required to transmit a copy of:

(a) its resolution authorizing the issuance and sale of the bonds;

(b) the final debt service schedule for the bonds reflecting the principal amounts and interest rates of the bonds as determined in the sale of the bonds to the County Controller and the County Treasurer-Tax Collector, forthwith after the sale of any bonds and in no event no later than reasonably requested by such officer, in order to permit the County to establish tax rates and necessary funds or accounts for the bonds.

SECTION 4. County Responsibilities.

(a) The County, including the officers thereof and this Board of Supervisors, takes no responsibility for any act or omission that is in any way related to any bonds issued or sold by or on behalf of the District pursuant to the authority granted in this Resolution, including but not limited to any proceedings for the sale and issuance of the bonds, the validity of the bonds, or any disclosure issues related to the bonds.

(b) The County shall levy and collect taxes, pay principal and interest on the Bonds, and hold and invest Bond proceeds and tax funds for Bonds duly issued and sold by the District pursuant to the authority granted by this Resolution, as otherwise required by law. No part of any fund of the County is pledged or obligated to the payment of any Bonds issued by the District pursuant to the authority granted by this Resolution.

(c) The County, including the officers, officials and employees thereof and this Board of Supervisors, takes no responsibility for establishing a tax rate for any new issue of bonds in any year in which the information required by Section 3(b) hereof to be delivered to the County officers is delivered later than

the deadline established by such officers in order to permit compliance with Government Code Section 29100 et seq.

(d) Except as otherwise provided by this resolution and by law, neither the County, this Board or any officers, officials or employees of the County shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the bonds shall be payable solely from tax proceeds and any other moneys of the District available therefor as set forth in this Section.

SECTION 5. Indemnification of County. The County, including its Board of Supervisors, officers, officials, agents and employees, shall be required to only undertake those duties which are specifically set forth in this Resolution. The District agrees to indemnify, defend, and hold harmless the County, including its Board of Supervisors, officers, officials, agents and employees, against any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board of Supervisors, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder which are not solely due to its gross negligence or willful misconduct.

SECTION 6. Deposit and Investment of Series A Bond Proceeds. The proceeds of the Series A Bonds sold pursuant to the authority of this Resolution shall be deposited and invested as follows:

(a) The proceeds of sale of the bonds, exclusive of any premium and accrued interest received, shall be deposited in the County Treasury to the credit of the building fund of the District. Any premium and accrued interest received by the District shall be deposited upon receipt in the interest and sinking fund of the District within the County Treasury. The County makes no assurance regarding the use or application of the proceeds from the sale of the Bonds.

(b) All funds held by the County Treasurer-Tax Collector relating to the bonds shall be invested at the County Treasurer-Tax Collector's discretion pursuant to law and the investment policy of the County.

(c) Investment earnings on the money in the District's building fund shall be deposited in the building fund. Investment earnings on the money in the District's interest and sinking fund shall be deposited into the interest and sinking fund.

SECTION 7. Delivery of Resolution. The Clerk of the Board of Supervisors is hereby directed to deliver a copy of this Resolution to the Superintendent of the District.

SECTION 8. Effective Date. This resolution shall take effect from and after its adoption.

REGULARLY PASSED AND ADOPTED this ___th day of _____, 2013, by the following vote:

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Deputy Clerk of the Board of Supervisors



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



DATE: March 4, 2013
BOARD MEETING DATE: March 12, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: David G. Holland, Assistant County Manager

SUBJECT: Property tax exchange for proposed annexation of 60 and 68 Loma Road, Assessor's Parcels No.051-472-020 and 052-472-040 to the City of San Carlos

RECOMMENDATION:

Adopt a resolution authorizing and agreeing to exchange of property tax between the County of San Mateo and the City of San Carlos for the proposed annexation of 60 and 68 Loma Road.

BACKGROUND:

As a condition of Local Agency Formation Commission's ("LAFCo") approval of annexation of property from one jurisdiction to another, Revenue and Taxation Code Section 99 requires participating jurisdictions to agree to the amount of property tax to be transferred as a result.

DISCUSSION

In response to an application to LAFCo for annexation of 60 and 68 Loma Road, the Controller has notified the County of the required 60 day property tax negotiation period. County staff recommends a tax exchange that keeps the County share at a level equivalent to the County's tax share in incorporated areas adjacent to the Loma Road parcels. Since San Carlos will take over fire response for the annexed properties, staff recommends transferring 100% of the tax share from County Fire to the City of San Carlos. The recommended tax share transfers in tax rate area 073033 are summarized in the following chart.

From	To	Incremental Factor
County Fire	City of San Carlos	0.071022723
County of San Mateo	City of San Carlos	0.054012997

The total increment transferred to the City of San Carlos is 0.12503572. The remaining tax share for the County is 0.24393578.

The resolution agreeing to this exchange has been reviewed and approved by County Counsel.

This action contributes to the Shared Vision 2025 of a Collaborative Community by formalizing annexation of lands requiring an urban level of municipal services to a city.

FISCAL IMPACT:

The total amount of property tax revenue attributable to incremental factors (before the ERAF shift) is approximately \$1,309. The Town of San Carlos will receive approximately \$3,042, which includes both the County and the County Fire tax share exchange.

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

RESOLUTION AUTHORIZING AND AGREEING TO EXCHANGE OF PROPERTY TAX BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF SAN CARLOS FOR THE PROPOSED ANNEXATION OF 60 AND 68 LOMA ROAD

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

WHEREAS, pursuant to state law that requires the County of San Mateo and the Town of San Carlos agree to a property tax exchange as a result of the proposed annexation of Assessor's parcels 051-472-020 and 051-472-040 to the City of San Carlos; and

WHEREAS, the County and the City have agreed on certain other matters relating to the proposed annexation; and

WHEREAS, agreement on a property tax exchange is a condition precedent to the Executive Officer of the Local Agency Formation Commission issuing the Certificate of Filing on said proposal; and

WHEREAS, the City of San Carlos and the County have proposed a property tax incremental factor of 0.071022723 for the affected property will be transferred from the County Fire Protection Structural Fund to the City of San Carlos: and

WHEREAS, the City of San Carlos and the County have proposed a property tax incremental factor of 0.054012997 for the affected property will be transferred from the County of San Mateo to the City of San Carlos.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED AS
FOLLOWS:**

1. The property tax incremental factor to be transferred from the County Fire Protection Structural Fund to the City of San Carlos is 0.071022723
2. The property tax incremental factor to be transferred from the County of San Mateo to the City of San Carlos is 0.054012997.
3. The transfer of said property tax incremental factors is approved conditioned upon completion of the proposed annexation of the Assessor's parcels 051-472-020 and 051-472-040 to the City of San Carlos

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: March 4, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

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

RECOMMENDATION:

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

BACKGROUND:

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

DISCUSSION:

A public hearing schedule for calendar year 2013 of the Board of Supervisors is proposed as follows, with the new dates in **bold**. The reason for the change noted below is to reflect the change in budget hearing dates to accommodate the ICMA Annual Conference the week of September 23. Adding the October 1 date affords the Board with an opportunity to deliberate outstanding issues prior to the mandated October 2nd date by which a county must adopt its budget.

January 8* (Consent only), 15, 29
February 12, 26
March 12, 26
April 9, 23
May 7, 21
June 4, 18
July 9, 23

August 6
September 10, **17** (Consent only)
September Budget Hearings: 16, 17, 18
October **1**, 8, 22
November 5, 19
December 10

*Reorganization of the Board of Supervisors

FISCAL IMPACT:

None



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Housing



Date: March 7, 2013,
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors (Sitting as the Board of Commissioners of the Housing Authority)

From: Duane Bay, Director, Department of Housing
William Lowell, Executive Director, Housing Authority

Subject: Declaring Certain Tenant Account Receivables Uncollectable

RECOMMENDATION:

Acting as the Governing Board of Commissioners of the Housing Authority of the County of San Mateo, adopt Resolution 2013-01 authorizing the write-off of accounts receivable from former tenants totaling \$300,383.80 that has been deemed to be uncollectable.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires housing authorities to periodically write off tenant accounts considered to be uncollectable so that the book of accounts accurately reflects amounts owed by tenants.

DISCUSSION:

The accounts being presented to the Board of Commissioners for write-off total \$300,383.80. All of the accounts are from former HACSM tenants or Section 8 voucher participants and are considered uncollectable according to HUD's write-off policy or under the California State statute of limitations of four years. The Housing Authority of the County of San Mateo (HACSM) has performed due diligence in its collection efforts resulting in the determination that it is not possible to collect any substantial amount or that the debtor cannot be located. If the tenant/participant should re-apply for any housing program, HACSM will reactivate the account to collect the debt.

All reasonable and legal collection efforts have been made by HACSM.

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

Approval of this Resolution contributes to the Shared Vision 2025 outcome as Livable Community by promoting affordable, livable and connected communities.

FISCAL IMPACT:

There is no Net County Cost associated with this action.

RESOLUTION NO. 2013-01

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, SITTING AS THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE WRITE-OFF OF ACCOUNTS RECEIVABLE FROM FORMER TENANTS TOTALING \$300,383.80 THAT HAS BEEN DEEMED TO BE UNCOLLECTABLE

RESOLVED, by the Board of Supervisors of the County of San Mateo, sitting as the Board of Commissioners of the Housing Authority of the County of San Mateo, State of California, that

WHEREAS, certain accounts from former tenants of the Housing Authority of the County of San Mateo (HACSM) have unpaid balances in an aggregate amount of \$300,383.80; and

WHEREAS, all reasonable and legal collection efforts have been made by the HACSM to collect unpaid amounts; and

WHEREAS, it is the mutual opinion of HACSM and the U.S. Department of Housing and Urban Development (HUD) that all legal efforts for collection of the accounts receivable have been exhausted; and

WHEREAS, it is therefore necessary and justified that the amount indicated above be charged to collection loss and written off as uncollectable by HACSM since further collection efforts would be unproductive; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the aggregate amount of \$300,383.80 owed by former tenants of the Housing Authority of the County of San Mateo hereby be declared uncollectable and is ordered to be charged to collection loss and written off as uncollectable.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: February 21, 2013
BOARD MEETING DATE: March 26, 2013
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

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

SUBJECT: Agreement with Raja Balupari doing business as Adroit Technologies, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with Raja Balupari doing business as Adroit Technologies, Inc. for the provision of technical support services for Behavioral Health and Recovery Services, for the term of April 1, 2013 through June 30, 2014, in an amount not to exceed \$201,200.

BACKGROUND:

In November 2012 Behavioral Health and Recovery Services (BHRS) released a Request for Proposals (RFP) to select a provider to perform Report Writer-Database Programmer activities. Raja Balupari doing business as Adroit Technologies, Inc. was selected to provide these specialized services. Mr. Balupari has been providing these services to BHRS for the last year and thus has extensive experience with Avatar reports. Information Services Department (ISD) participated in the RFP and selection of Mr. Balupari.

DISCUSSION:

Avatar, the BHRS Electronic Health Record software, enables BHRS to collect a great deal of data on our services. However, to turn that data into information, we must define and generate reports. These reports provide information to our front line staff that they use in their work, provide information to our billing and accounting departments, and enable us to improve the efficiency and effectiveness of our client services. BHRS does not have in-house staff with the skills and time that can be dedicated to developing and maintaining the additional reports needed on an on-going basis.

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

The agreement and Resolution have been reviewed and approved by County Counsel as to form. The contractor insurance certification requirements were waived by Risk Management.

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

The agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing online reports to support clinical supervision and timely billing services. The services provided through this agreement contribute to this measure. It is anticipated that 90% of the reports will be completed by the scheduled due date.

Performance Measure:

Measure	FY 2012-13 Estimated	FY 2013-14 Projected
Reports completed by the scheduled due date	90%	90%

FISCAL IMPACT:

The term of the Agreement is April 1, 2013 through June 30, 2014. The maximum obligation is \$201,200. Of that amount, \$40,240 will be for services provided in FY 2012-13, and \$160,960 will be for services provided in FY 2013-14. The payment provisions and levels of service in the agreement are essentially the same as the prior agreement. These services are 100% funded through 1991 Realignment. There is no Net County Cost. Funds for these services have been included in the BHRS Adopted FY 2012-13 Budget.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH RAJA BALUPARI DOING BUSINESS AS ADROIT TECHNOLOGIES, INC. FOR THE PROVISION OF TECHNICAL SUPPORT SERVICES FOR BEHAVIORAL HEALTH AND RECOVERY SERVICES, FOR THE TERM OF APRIL 1, 2013 THROUGH JUNE 30, 2014, IN AN AMOUNT NOT TO EXCEED \$201,200

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

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Raja Balupari doing business as Adroit Technologies, Inc. shall provide technical support services (which shall include report development and generation) for Behavioral Health and Recovery Services, for the term of April 1, 2013 through June 30, 2014, for a maximum obligation of \$201,200; and

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

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

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

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

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
RAJA BALUPARI DOING BUSINESS AS ADROIT TECHNOLOGIES, INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO and , RAJA BALUPARI
DOING BUSINESS AS ADROIT TECHNOLOGIES, INC.. hereinafter called "County,"
and , hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of alcohol and drug prevention services.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED ONE THOUSAND TWO HUNDRED DOLLARS (\$201,200).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2013 through June 30, 2014.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Each party to hold the other party harmless for a party's own negligence or willful misconduct.

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 \$ 0
- (b) Motor Vehicle Liability Insurance \$ 0
- (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.

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

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Adroit Technologies, Inc.
39029 Guardino Dr. 125
Fremont, CA 94538

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

Signature page follows

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

CONTRACTOR NAME *Raja Balupari*



Contractor's Signature

Date: 02-21-2013

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

**EXHIBIT A - SERVICES
RAJA BALUPARI DBA ADROIT TECHNOLOGIES, INC.
FY 2013 – 2014**

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

I. LIST ALL SERVICES

A. Introduction

In an effort to make chart documentation more accessible. BHRS purchased the Avatar system for online clinical documentation and billing services. Behavioral Health and Recovery Services (BHRS) has a back-log of essential management, operational and financial reports and requires the services of a contractor to clear the back-log. The expectation is that the back-log will be reduced by 25% during this engagement.

B. Services

Contractor shall provide support services for BHRS. Duties may include, but are not limited to the following:

1. Assist with the development and delivery of Avatar reports using Crystal Reports and SQL views of Avatar Data.
2. Contractor will attend two (2) seminars as directed by the Program Manager during the term of the contract.

II. ADMINISTRATIVE REQUIREMENTS

A. Staff Termination

Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

B. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

GOAL: Contractor will complete assigned reports with accuracy and in a timely manner.

OBJECTIVES:

1. 90% of reports are completed by the scheduled due date.
2. No more than 10% of reports are completed 5 days beyond scheduled due date.

**EXHIBIT B – PAYMENTS AND RATES
RAJA BALUPARI DBA ADROIT TECHNOLOGIES, INC
FY 2013 – 2014**

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

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Rates for Services

1. County shall pay Contractor at a rate of EIGHTY FIVE DOLLARS CENTS (\$85) per hour for up to an average of forty (40) hours per week.
2. County shall pay Contractor up to FOUR THOUSAND DOLLARS (\$4,000) for attending conferences and traveling expenses.

B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED ONE THOUSAND TWO HUNDRED DOLLARS (\$201,200).

C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

D. 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.

E. MONTHLY INVOICE AND PAYMENT

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services for which invoice is made.

- F. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement.
- G. In the event this Agreement is terminated prior to June 30, 2014, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or the Chief's designee.
- H. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on, _____20____

Signed _____ Title _____

Agency _____"

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

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.

Raja Balupari dba Adroit Technologies, Inc.
Name of 504 Person - Type or Print

Raja Balupari
Name of Contractor(s) - Type or Print

39029 Guardino Dr, 125
Street Address or P.O. Box

Fremont, CA 94538
City, State, Zip Code

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


Signature

President
Title of Authorized Official

02-21-2013
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."



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: January 4, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Agreement with J. S. Hackley Architectural Signage, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with J.S. Hackley Architectural Signage, Inc. for signage fabrication and construction for the term of March 1, 2013 through February 28, 2014, in an amount not to exceed \$160,000.

BACKGROUND:

In December 2011, it was determined that the way-finding signage on the exterior of the buildings on the San Mateo Health System campus had become oxidized from exposure to the elements. As a result, many of the signs had become illegible and needed to be updated or replaced. Patients surveyed as they arrived at the Health System campus indicated that they found the current signage confusing and had problems navigating their way from the parking lot to the various entrances to the two buildings. In addition, many of the patient / visitors to the campus have medical conditions such as impaired vision or use English second language and the current signage in its deteriorated condition does not meet their needs. Frequently, staff members are interrupted in their work to help clients and patients who are lost and need help in getting to their destinations.

DISCUSSION:

A Request for Proposals (RFP) was completed in January 2012, to develop a comprehensive design plan to replace the damaged signage. In December 2012, San Mateo Medical Center (SMMC) completed a further RFP for a Contractor to fabricate and install new signs based on the elevated design proposal by Shannon-Leigh Associates. The new signage will facilitate and improve the navigation of patients and visitors as well as emergency and non-emergency service vehicles as they arrive at the Health System campus through the use of easily recognized universal symbols.

J.S. Hackley Architectural Signage, Inc. (Hackley) was chosen for elevation to agreement because of their extensive experience in the fabrication and installation of hospital signage. In addition to being the lowest priced provider, they are located in the Bay Area.

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

SMMC also requests that your Board authorize 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 visitors to the Health System campus an easily-accessible means of navigating the campus to their destination. It is anticipated that visual recognition of the way-finding signage on the Health System campus will improve by 100%.

PERFORMANCE MEASURE:

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Visual recognition of the way-finding signage will improve by 100%	NA*	100%

* New Performance Measure

FISCAL IMPACT:

The term of the agreement is March 1, 2013 through February 28, 2014, in the amount not to exceed \$160,000. Funds in the amount of \$53,333 are included in the SMMC FY 2012-13 Adopted Budget and funds in the amount of \$106,667 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.

Request for Proposals Matrix

1.	General Description of RFP	Signage Construction
2.	List key evaluation criteria	Exhibit C of this Agreement
3.	Where advertised	San Mateo Medical Center Website Health Policy and Planning Website County Purchasing Website
4.	In addition to any advertisement, list others to whom RFP was sent	Arrow Sign Company Ellis and Ellis Sign Company J. S. Hackley Architectural Signage, Inc. L-H Sign Company Priority Architectural Graphics
5.	Total number sent to prospective proposers	5
6.	Number of proposals received	7
7.	Who evaluated the proposals	Jenna Bilinski John Thomas Narsimha Irrinki Patricia Velligan
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Arrow Signs Ellis and Ellis Signs J. S. Hackley Architectural Signage, Inc.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH J. S. HACKLEY ARCHITECTURAL SIGNAGE, INC. FOR SIGNAGE FABRICATION AND CONSTRUCTION FOR THE TERM OF MARCH 1, 2013 THROUGH FEBRUARY 28, 2014, IN AN AMOUNT NOT TO EXCEED \$160,000

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

WHEREAS, in December 2011, it was determined that the way-finding signage on the exterior of the buildings on the San Mateo Medical Center (SMMC) campus had become oxidized and often illegible from exposure to the elements ; and

WHEREAS, patients surveyed as they arrived at the Health System campus indicated that they found the current signage confusing and had problems navigating their way from the parking lot to the various entrances; and

WHEREAS, a Request for Proposals (RFP) was completed in January 2012, to develop a comprehensive design plan to replace the damaged signage; and

WHEREAS, in December 2012, SMMC completed a further RFP, for a Contractor to fabricate and install new signs based on the elevated design proposal, based on which J.S. Hackley Architectural Signage, Inc. was selected; and

WHEREAS, the new signs will facilitate the navigation of patients and visitors to

SMMC as well as emergency and non-emergency service vehicles as they arrive at the Health System campus; and

WHEREAS, both parties now wish to enter into an agreement to provide the fabrication and installation of exterior signage for the Health System campus for the term of March 1, 2013 through February 28, 2014, in an amount not to exceed \$160,000; and

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

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

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

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
J.S. HACKLEY ARCHITECTURAL SIGNAGE, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and J.S. Hackley Architectural Signage, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of project management, fabrication and installation of exterior signage at the San Mateo Medical Center campus.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Exterior Campus Signage Construction Documentation

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

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 Exhibits "A" and "C".

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and "C". County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE

HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013 through February 28, 2014.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its

own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County may, at its option, 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. The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), the facility retains all professional and administrative responsibility for services rendered under this Agreement and that this Agreement is otherwise subject to any applicable requirements of Title 22. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 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 are not binding. All subsequent

modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

**In the case of County, to:
San Mateo Medical Center
222 W. 39th Avenue
San Mateo, CA 94403
Attn: Chief Operations Officer
Facsimile: (650) 573-2030**

**In the case of Contractor, to:
J.S. Hackley Architectural Signage, Inc.
1999 Alpine Way
Hayward, CA 94545
Attn: Rowena Reyes
Facsimile: (510) 940-2610**

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

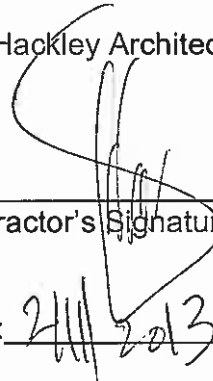
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

J.S. Hackley Architectural Signage, Inc.



Contractor's Signature

Date: 2/11/2013

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

Exhibit "A"

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

Fabrication and installation of signage in accordance with designs and all specifications and location and other requirements set forth in the document entitled "San Mateo Medical Center Exterior Campus Signage 90% Construction Documentation" prepared by Shannon-Leigh Associates, which is attached as Exhibit "C" to this Agreement and fully incorporated into this Agreement by reference..

Exhibit "B"

In consideration of the services provided by Contractor in Exhibits "A" and "C", County shall pay Contractor in accordance with the following fee schedule:

ITEM	Service / Product Description	QTY:	NOTES	Product ID	Unit	EXTENSION:
1	Sign Location Planning	1		HAS 101	LOT	\$2,800.00
2	Engineering / Shop Drawings	1	for OSHPD	HAS 106	LOT	\$4,200.00
3	Project Management & Field Coordination	1		HAS 108	LOT	\$5,600.00
4	Parking Lot Pole	3	(3-side)	PLP1	1,663.65	\$4,950.95
5	Parking Lot Pole	1	(3-sided)	PLP2	1,330.92	\$1,330.92
6	PROP 65 Regulatory	4		P65	96.12	\$384.47
7	Parking Informational (with Posts)	9	18" x 24" (1-sided)	PS2	281.32	\$2,531.91
8	Parking Informational (2 with posts)	32	12" x 18" (1-sided)	PS3	178.18	\$5,701.77
9	Dimensional Letters	1		DN1	128.14	\$128.14
10	Boiard	1		BLR	230.74	\$230.74
11	Building Sign	2		BS2	580.94	\$1,161.88
12	Parking Informational	3	24" x 36" (1-sided)	PI1	369.50	\$1,108.51
13	Dimensional Letters (with accent color)	2	Paint Existing Letters	DL	lot	\$3,628.80
14	Column Wrapper	2	Digital Print	CW1	96.61	\$193.21
15	Column Wrapper	1	Digital Print	CW2	48.30	\$48.30
16	Small Post & Panel	3	24" x 24" (2-sided)	P/PP	802.19	\$1,506.56
17	Medium Post & Panel	20	24" x 36" (2-sided)	P/PP	479.78	\$9,595.67
18	Large Post & Panel	1	24" x 44" (2-sided)	P/PP	1,111.88	\$1,111.88
19	Wide Post & Panel	1	36" x 42" (2-sided)	P/PP	883.74	\$883.74
20	Parking Gateway (S/F)	1	11'-0" x 4'-0"	PG	2,220.53	\$2,220.53
21	Building Sign - Illuminated	1	33' x 120"	BS1	5,892.95	\$5,892.95
22	Vinyl Graphics	3		VG	59.50	\$178.50
23	Main Monument	1	30" x 60" (2-sided)	MN1	2,904.95	\$2,904.95
24	Pedestrian Monument	1	60" x 120" (2-sided)	PM1	5,468.34	\$5,468.34
25	Secondary Vehicular	2	60" x 100" (2-sided)	MS2B	4,101.25	\$8,202.50
26	Secondary Vehicular - LED Illuminated	1	60" x 100" (2-sided)	MS2A	7,177.19	\$7,177.19
27	Primary Vehicular - LED Illuminated	2	60" x 100" (4-sided)	MS1	12,560.08	\$25,120.17
28	Traffic Signage - 12" x 36"	1	(ONE WAY)	HR6-1	43.20	\$43.20
29	Traffic Signage - 12" x 18"	26	(HC Parking + symbol)	HR99 (CA)	27.00	\$702.00
30	Traffic Signage - 6" x 12"	26	(Minimum Fine \$250)	HR99B (CA)	18.00	\$468.00
31	Traffic Signage - 6" x 12"	20	(Van Accessible)	HR99A (CA)	18.00	\$360.00
32	Traffic Signage - 18" x 18"	1	(Do Not Enter)	HR5-1	28.20	\$28.20
33	2" x 2" Square Painted Posts: Set of 2	44		POSTS	135.06	\$5,942.59
34	2" x 2" Square Painted Poles	11		POLES	67.53	\$742.82
		Number of Items	128			

Notes, Conditions and/or Exceptions: 1. ** Contract administration and processing 2. Price excludes Sign Permit Fees, Fire Department approval process. 3. Product will be invoiced separate from installation 4. 5 Year Warranty included 5. Primary Electrical (by others, to be located with-in 5' of sign) 6. Any and all landscaping & irrigation work (by others)	Sub Totals (items 1- 25)		\$72,005.22
	Project Administration **		Included
	Product Manufacturing (items 26- 34)		\$40,584.17
	Estimated Sales Tax	8.500%	\$9,570.10
	Installation		\$30,602.63
	S&H Charge		
	Project Total	\$152,762.11	

The maximum amount payable by County under this Agreement is ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000). Invoices will be approved by Chief Operating Officer and paid within 45 days of receipt.



SAN MATTEO MEDICAL CENTER

EXTERIOR CAMPUS SIGNAGE

90% CONSTRUCTION DOCUMENTATION

21 September 2012

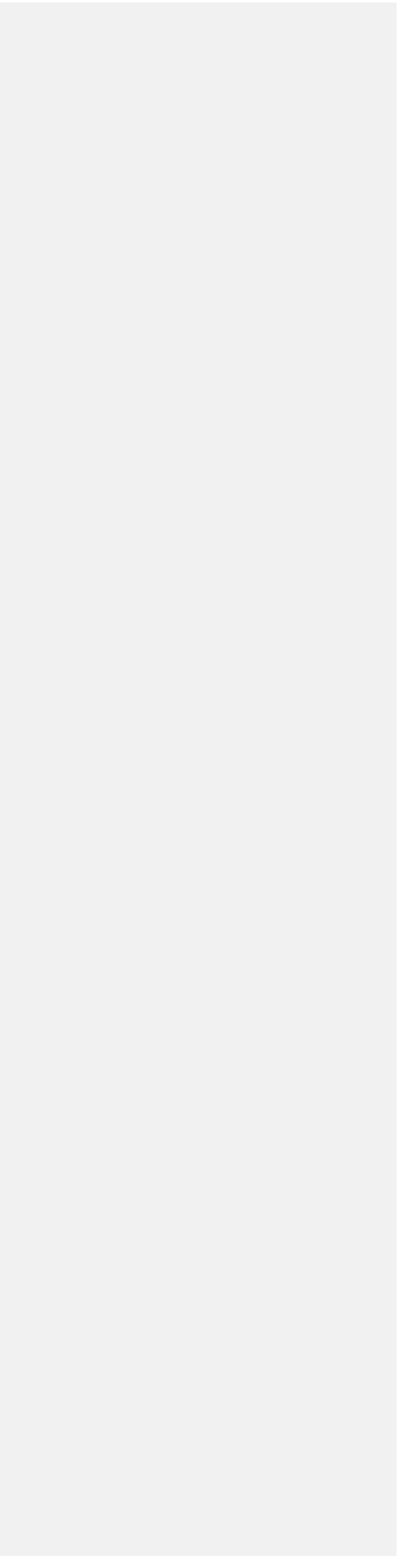


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SPECIFICATIONS

Specifications

These specifications are provided for the sign, graphic elements and the sign fabricator. Fabricator is responsible for obtaining and complying with the general project specifications.

I. PERFORMANCE INFORMATION

For the purpose of this package, the term “contractor” shall mean sign fabricator or sign contractor and the term “sign” shall refer to any fabrication, object, or article of product described in these drawings and/or specifications. The acceptance of these drawings by contracted vendors, bidders, fabricators, or contractors and their agents constitutes agreement to the following conditions:

II. CONSTRUCTION INTENT DRAWINGS

- A. Details on drawings indicate a construction/design intent approach for sign structures but do not necessarily include all fabricating details required for the complete structural integrity of the signs. It shall be the responsibility of the contractor to perform site verifications and complete structural design of the signs and to incorporate all the reasonable safety factors necessary to protect the County against public liability.
- B. **Fabrication and installation design:** Unless otherwise directed by The County, design to withstand severe guest abuse or vandalism, but not less than equivalent of resisting simple hand implements and tools, and adult physical force for approximately 10 minutes. All fabricated signs shall also be built to withstand normal maintenance operations and use by Employees/Staff.
- C. **Electrical Design:** Contractor shall specify electrical components to be used to illuminate sign elements. Major, large-scale elements will require the involvement of a Licensed Lighting Designer. Final coordination of fixture type quantity and locations to take place between Signage Contractor, and County, as well as Lighting Designer (as needed) for suitability in attaining desired appearance and/or effect.
 - a. Actual installation of lighting fixtures not contained within the sign element(s) must be performed by a licensed electrical contractor (C/O License) or equivalent.
 - b. Sign connection to existing electrical power on site, if more than (6) feet from sign element(s), must be performed by a licensed electrical contractor.
 - c. Mock-up(s) shall be provided for on-site evaluation to determine the effectiveness of the in-field legibility evaluation to the Approval of the County.
 - d. Submit calculations signed and sealed by a registered professional structural engineer in the State of California to County for review (as required).
 - e. Submit certification of conformance to UL requirements for sign construction.
 - D. Resulting working drawings, shop drawings and contract documents including permit documents are the sole responsibility of the Contractor in every respect.
 - E. The County shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, material selection, shop drawings, contract documents or any other agreements other than agreement with the County authorizing these documents.

III. QUALITY ASSURANCE

- A. **Quality of Workmanship:** The Contractor shall be responsible for the quality and delivery of all materials, and workmanship required for the execution of the contract including the materials and workmanship of any firms or individuals who act as his or her subcontractors. It is desired that the Contractor for work of this type shall have in-house, broad knowledge, diverse shop and field experience, flexibility, coordinating ability, skilled craftsmen, and physical labor as necessary as well as facilities to produce quality products. Contractor shall be responsible for providing subcontractors with complete and up-to-date drawings, specifications, graphic schedule and other information issued by the County.
- B. **Performance:** The contractor shall base his or her proposal on the performance of all services, including all items of labor, material and equipment required for the complete fabrication and installation of the specified work within the time frame agreed to by the County.
- C. **Dimensions:** Written dimensions on the drawings shall take precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions shown by these drawings as they relate to actual material sizes, existing construction and related site conditions.
- D. **Sign Package Graphics Schedule Illustrations:** Copy, quantities and references shown on the Graphics Schedule Illustrations/ Matrix shall take precedence over drawings. Specification shall take precedence over the large-scale details. The large-scale details shall take precedence over the smaller scale drawings.
- E. **Execution:** In the case of discrepancies, in quantities, dimensions, message, or any other related elements fabricator is to notify the County before proceeding further in any operation, in order to resolve the issues in question. It is required that the Contractor not attempt to resolve the discrepancies without consulting The County.

Specifications

- F. **Contractor Recommendations:** The contractor shall carefully study the detailed drawings for the various signs and make specific recommendations and changes if those changes will improve the quality of any sign. The County or their technical representative prior to preparation of shop drawings or fabrication of any samples of signs shall approve such recommendations and changes in writing.
- G. **Artwork:** Macintosh based electronic artwork as required by the sign contractor for symbols or custom designed graphic components (i.e. logos, logo types, arrows, or patterns) will be provided in Mac-based Adobe Illustrator format at a full/scaled percentage of the final size. The appropriate art scan will as provided when necessary. All required copy layouts and text for project sign system is the responsibility of the sign contractor. All enlarging and reducing is the responsibility of the sign contractor. Contractor shall submit an itemized list of all required artwork at time of bid. Note: Any artwork required beyond electronic computer artwork noted above (i.e. additional custom copy layouts, formatting for other platforms, or copying to other media, etc.) will be billed to the contractor on a time and materials basis by the County. The County cannot provide copies of licensed fonts.
- H. **UL Compliance:** Complete Underwriters Compliance or approved nationally recognized testing agency, compliance, as required, is the responsibility of the contractor. Contractor shall provide lighting fixtures and electrical components that meet all UL testing lab requirements for safety, operation, and construction and are UL labeled and listed. (Refer to Section 11. C for related information.)
- I. **Lighting fixtures:** All lighting fixtures/sources shall emit a color balanced, consistent and uniform light with no browning or other uneven effect.
- J. **Electrical Hardware:** All transformers and electrical hardware shall be concealed, non-audible and non-visible to pedestrian and vehicular traffic. Provide disconnect switch as required by governing agencies. Confirm with County the necessity or desirability of Light Sensor Switches, Day-Night circuit connections, local restrictions on nighttime area lighting or other conditions that could affect the use and operation of any sign illumination.
- K. **Labeling:** There shall be no visible labels, manufacturer's or otherwise, code permitting, on the completed signs. If labels are required, a sample label and intended location along with an explanation of the requirements must be submitted for review by the County and Developer review, prior to application and/or installation.
- L. **Stock:** All material, hardware, electrical components, finishes. Etc., used to fabricate any and all sign components shall be "NEW" (not previously used or operated in any other application) and from the most recent original manufacturer's production run/supply and appropriately matched to the service conditions required of the site.
- M. **Testing:** Contractor is required to provide the County with a copy of all Testing Inspection Reports as may be required. Contractor is not to proceed with the work until all unsatisfactory conditions have been corrected by the contractor in a manner acceptable to the County.
- A. **Shop Drawings:** The contractor shall submit five (5) sets of detailed shop drawings and one electronic copy. (2 sets of prints, 1 reproducible set of plans, elevations and scale drawings) to the County for review prior to production. These drawings are to show/ indicate all materials, finishes, construction details, lighting specifications and installation details of artwork and sign structure. This includes types and locations of fasteners, attachments, joint details, internal frames, reinforcements, support backing, and connection to support structure or mounting surface. The County shall review shop drawings and data with such promptness as to cause no delay in the work. The contractor shall make all corrections required by the County and resubmit for final review. The County must approve shop drawings for all signs before production starts.
- B. **Conflicts/Contradictions with Drawings or Conditions:** The contractor should recognize and bring to the County any conflicts or contradictions either in regards to our drawings or as they relate to other disciplines or contractors. All conflicts should be described in writing and the contractor is to provide alternative solutions to resolve the conflict. All conflicts are to be resolved and any changes approved by the County prior to sign fabrication.
- C. **Product Data:** The contractor shall submit manufacturer's technical data and installation instructions for each type of sign and/or fixture required as will be provide in the completed, installed sign unit. Identification of all materials used, by manufacturer's descriptive literature, control number, name, code number, batch and formula when available shall be provided by the contractor.

IV. SUBMITTALS

Specifications

- D. **Specific Samples:** The contractor shall submit two samples and/or prototypes as specified on the drawing sheet, minimum size 4" x 6" or as requested by the County of each color and finish on the specified materials and accessories required for signs. Samples must be submitted to the County in a time frame allowable for review of color and aesthetic compatibility to any existing adjacent materials. Compliance with all other requirements is the exclusive responsibility of the contractor. When specified, furnish full-size samples of sign materials. Resubmit samples if requested until all the County specifications are met and approved.
- E. **Structure:** Installation, internal structure, mounting assemblies and foundations are by contractor and are to adhere to design intent of the County. Contractor to coordinate and provide County with drawings indicating placement and structural requirements for architectural backing. Contractor shall submit three sets of prints and one reproducible set of comprehensive engineering drawings to the County incorporating an adequate foundation and/or mounting structure for all sign components to meet all load and wind requirements and given site conditions. The contractor shall, at his or her expense, submit to general contractor for distribution and review, calculations, sealed by certified engineers registered in the state of final installation, for all structural members including foundations.
- F. **Custom Fabricated Items:** The contractor is to submit shop drawings of all custom fabricated items and specifications on all standard pre-manufactured items.
- G. **Electrical Requirements:** The contractor shall provide, within 30 days of the award of contract, the specific electrical requirements to the County.
- H. **Maintenance:** The contractor shall provide the Developer with complete finish/component care instructions as specified by the manufacturer for on-going cosmetic sign cleaning and maintenance. Three sets are to be submitted in an 8-1/2" x 11" three-ring binder. Contractor to provide County (Public Works) with one (1) gallon (unopened and clearly marked) of each paint color/finish used on the project.
- I. **Copy/Text/Verbiage Layouts:** The contractor shall provide the County full size copy layouts required for all signs. Layouts must be submitted to the County in a time frame allowable for review, multiple adjustments and approval without delay to the project. Final copy of all signs, including size and fonts used to be reviewed and approved by County prior to final fabrication. The County is not responsible for correct adherence to code, copy information or location of signs. City and County sign requirements supersede information shown in the County designs.
- V. FINISHES**
- A. **Colors and Surface Finishes:** All colors shall match exactly the color and finish specifications provided by the County. Exercise care to assure that finished surfaces are the County in the completed work. For exposed signs, materials with applied colors or other characteristics related to appearance, contractor shall provide color matches indicated, or if not indicated, as selected and reviewed by the County.
- B. **Surface Preparation:** All surfaces shall be thoroughly cleaned and free from dust, dirt, rust, scale, mill scale, oil, greasy materials or residue from cleaning. All structural metals shall be cleaned by sandblasting. Except as indicated or directed otherwise, finish all surfaces smooth. All coatings shall be applied in strict accordance with the manufacturer's recommendations. All paint products shall conform to local codes. All finished pieces shall present a uniform opaque color appearance unless specifically indicated otherwise by the County.
- C. **Painted Finish:**
- a. Ferrous Surfaces: Using Matthews paint products, finish with 1 coat 74-734 & 74-735 Metal Pretreat @ .25 mils DFT, 1 coat Matthews Acrylic Polyurethane 1 mil Dft (min.). Observe designer's specification regarding specularly (matte to gloss). Using Matthews paint products finish, with 1 coat 74-734 & 74-735 Metal Pretreat @ .25 mils DFT or 1 coat 74-793 Spray Bond @ .15 to .25 mils DFT and 1 coat Matthews Acrylic Polyurethane 1 mil DFT (min.)
 - b. Aluminum: Using Matthews paint products finish, with 1 coat 74-734 74-735 Metal Pretreat @ .25 mils DFT or 1 coat 74-793 Spray Bond @ .15 to .25 mils DFT and 1 coat Matthews Acrylic Polyurethane 1 mil DFT (min).
 - c. Bright Metals: Match finish (polished, satin, brushed, etc.) detailed on drawing. If specified, coat with a non-yellowing polyurethane clear coat.
 - d. Plastic Surfaces: All plastic to be paint finished according to paint manufacturer's specifications.
 - D. **Application:** All applications of color coatings are to be equal and of consistent cover with no "streaking", "spotting", "gradation" or other variations within and from each similar application. 27
 - E. **Ultra-Violet/Fading Protection:** Contractor shall utilize materials, coatings and processes to minimize as much as possible any noticeable fading of pigmented coatings.
- VI. MATERIALS**
- A. **Acrylic:** Color Translucent Sheet, Where sheet material is indicated as a "color," provide color translucent sheet of density required to produce uniform brightness without halo-like effect. Material provided shall be appropriately matched to the intended permanent field conditions.

Specifications

- Note:* Where translucent material is called out as 'cast', 'formed' or 'molded' resin, acrylic or polycarbonate (i.e. 'Lexan', 'Tuffac', etc), the Contractor shall research and specify the optimum material and fabrication method for the desired finish and/or effect. Contractor shall provide samples of such materials as indicated on the County drawings.
- B. **Acrylic/Transparent Sheet:** Where sheet material is indicated as "clear" provide colorless sheet in gloss finish, with light transmittance of 92% where tested in accordance with the requirements of ASTM D-1103.
- C. **Aluminum Sheet:** Provide aluminum sheet of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with no less than the strength and durability properties specified in ASTM B-109 for 5005-H15.
- D. **Aluminum Extrusion:** Provide aluminum extrusion of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified is ASTM B- 221 for 6063-T5.
- E. **Structural Steel:** Contractor to coordinate with architect of record all internal structural steel support as required, to meet the requirements of the permanent installation. Contractor to provide architect of record and County with drawings indicating placement and structural requirements for architectural backing. (as required)
- F. **Fasteners:** Unless otherwise indicated, provide concealed fasteners fabricated from metals that are non-corrosive to either the sign materials or the mounting surface. Where screw-heads are necessarily visible, they shall be flat head and 'painted out' to match the adjacent surface.
- G. **Vinyl Machine-Cut Copy:** Vinyl machine-cut copy shall be of 3M Scotch Cal high performance brand film or other product with provable identical performance specifications and warranty conditions.

- H. **Paint:** Paint shall be manufacturer's highest grade for best ultraviolet light resistance, weather ability and overall longevity of finish and color. Paint shall have a written warranty against premature fading and be approved by the County prior to construction. Prior to closeout, contractor shall turn over to County (3) copies of complete paint schedule indicating colors used on each sign type.

VII. FABRICATION

The Intent of Specifications is that all finished work be of highest quality to pass eye-level examination and scrutiny by the designer and developer. Contractor to assume responsibility for coordinating with the various team members, including G.C., Lead Architect, Landscape Architect, and the County, all locations of sign types, as well as footings and foundations, structural engineering, and blocking as may be necessary within walls. Contractor is responsible for coordinating with G.C. all electrical power requirements and connections to all applicable sign locations.

- A. **Copy Application:** All sign copy shall be crisp, sharp, clean, and free from "ticks," Discontinuous curves, line waver, and similar type imperfections.
 - a. Sign copy to comply with the requirements indicated for size, proportion, style, spacing, content, position, material, finish and color of letters, numbers, symbols and other graphic devices.
 - b. All letter forms shall be aligned so as to maintain a baseline parallel to the sign format, with margins and layout as indicated on design drawings and approved shop drawings.
 - c. Digital copy: Finish sheen of copy to match sheen of copy panel background (gloss, semi-gloss, or sheens between). Edges of letters shall be straight and corners sharp. Surfaces of letters shall be uniform in color, finish and free from pinholes and other imperfections.

- d. Routed copy: Cutting and routing shall be done in such manner that edges and corners of finished letterforms shall be sharp and true. Letter forms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable. Letterforms shall be aligned so as to maintain a base line parallel to the sign format, with margins and layout as indicated on design Drawings and approved shop drawings. Vertical strokes shall be plumb. Mechanically fasten center of letters to acrylic plastic as required.

B. Sign/Cabinet:

- a. Details shown on the drawing shall be followed for exterior appearance. Structural design shall utilize unitized, self-supportive framing. Fabricate cabinet, exposed faces and graphic devices to size and style indicated and produce surfaces free from oil canning, warping, distortion or any irregularities or inconsistencies. Include internal bracing for stability and attachment of mounting accessories as required.
- b. Contractor may change interior construction shown on these details to conform to his shop practices. However, these changes must be submitted as part of the shop drawings and be reviewed by the County prior to fabrication.28
- c. Construct all work to eliminate burrs, cutting edges and sharp corners.
- d. Qualifications: Welding must be performed by operators who are currently qualified by tests as prescribed in AWS D1.1, D1.2, or D1.3, as applicable, and certified by a recognized building or code authority. Submit qualifying data and certification to Developer for approval. Welding must conform to the acceptable requirement of AWS D1.1, D1.2, and D1.3 and MPS 11-0099.

Specifications

- e. Parts indicated to be turned must be accurately machined/ worked from solid stock to dimensions indicated or on approved shop drawings. Finished surfaces to be polished smooth unless otherwise indicated or directed by Developer, free of any visible pits, voids, or similar defects.
 - f. Make all signs tight fitting, between parts and sections, and with adjacent surfaces. Unless indicated otherwise, non-welded joints between various portions of signs must be weatherproof (for exterior signs) and have tight, hairline-type appearance, without gaps (varying or otherwise). Provide sufficient fastenings to preclude looseness, racking, or similar movement.
 - g. Conform to manufacturer's recommended fabricating procedures regarding fastening, restraining, expansion and contraction of dissimilar materials.
 - h. Isolate dissimilar materials. Exercise particular care to isolate nonferrous metals from ferrous metals, including fasteners.
 - i. Metal thickness: Provide metal thicknesses most appropriate for the fabrication conditions. The County to be advised of any changes to specified dimensions.
 - j. It is the responsibility of the contractor to schedule reviews of signs in production with Developer for approval. Review meetings are to be scheduled at the convenience of the Developer.
 - k. All exposed metal to be stainless steel.
 - l. Signs to be assembled and mounted so as to provide reasonable ease of access and replacement of all components. i.e.: use conforming, accessible, but not visible fasteners where possible.
- C. **Fastenings:**
- a. Fasteners on sign-face surface shall not be exposed, except where specifically noted.
 - b. Sign-face surfaces shall not be penetrated during fabrication or installation of signs, except where specifically noted.
 - c. Sign-face surface shall not be deformed, distorted, or discolored by attachment of concealed fasteners.
 - d. All fasteners shall be resistant to oxidation or other corrosive action completely through their cross sections.
 - e. Work shall be secured with fasteners of the same metal, color and finish as the components they secure where they are exposed to view.
- D. **Mock-Ups:**
- a. Mock-Ups of specific sign(s) may be requested by the County as part of Design Intent Documents. The cost of Mock-Ups will be a part of fabricators bid.
 - b. Mock-Ups will be specified in drawings as two or three dimensional, as well as being operational or not.
 - c. Mock-Ups will be specified in drawings for in-shop or on-site review, and coordinated with developer and all interested parties.
 - d. Mock-Ups will be reviewed and signed off by Developer, the County and interested parties prior to fabrication and installation.
 - E. **Aluminum Sheet:** Not less than 0.125" thick unless noted otherwise fabricate by the HELIARC or MIG welded, filled and ground smooth, unless the seam occurs along a color break. Then a clean butt joint with concealed backing channel and plug weld is acceptable upon receipt of the County approved sample to match surrounding material finish. All binds, curves and folds to be geometrically correct and produced by a consistent mechanical method unless approved otherwise by IS.

- F. **Joining and Brake Forming:** All sheet metal shall have brake formed edges with radii not greater than sheet thickness unless otherwise specified. Adjacent stock shall have edges with similar radii.
- G. **Welding:** All exposed welds are to be ground smooth to match surface of adjacent material.

VIII. INSTALLATION

- A. Contractor shall be responsible for determining the erection and dismantling of all barricade or protective coverings necessary to safeguard the public and property during the performance and duration of his or her work.
- B. Contractor shall attach signs to substrates in accordance with the structural engineer's and the manufacturer's instructions unless otherwise shown. Install level, plumb and at proper height. Repair or replace damaged units as directed by and to the approval of the County
- C. Installation of all sign items shall be by the contractor. Installation includes provision of any required footing, to be reviewed by the County, all anchor bolts, fastenings, attachment metals, and other miscellaneous metal items embedded in concrete or building wall material as required, and security of sign units in place with no visible The contractor shall provide required electrical equipment and connection. The point of connection is to be provided by the General Contractor. A licensed electrician employed by the contractor for this purpose shall make all electrical connections. All connections shall be made in accordance with the requirements of the National Electrical Code (N.E.C.) in addition to all applicable local codes. Electrical contractor shall provide and install all wiring, conduit, junction boxes and electrical devices necessary to provide electrical power to rough in connections unless otherwise noted. Contractor shall provide concealed all electrical connections beyond rough-in connections by electrical contractor, according to N.E.C. approved methods.

Specifications

- D. Contractor shall be responsible for matching sign service available on site to the requirements of the sign, including transformers.
- E. All necessary sign components as well as the entire sign assembly are to be UL listed, or by approved nationally recognized testing lab.
- F. Contractor is responsible for compliance with all applicable environmental regulations.
- G. Contractor is responsible for compliance with all OSHA regulations.
- H. Contractor must coordinate installation with General Contractor so that overall project schedule is not impacted.
- I. Contractor is responsible for determining site wind load requirements and insuring that all signs comply.

IX. CLEANING / PROTECTION & WARRANTIES

- A. All items to be installed by the contractor shall be left in a clean condition. Upon completion of the installation of each sign, clean all soiled sign surfaces and “touch up” as directed by the County. In accordance with the manufacturer’s instructions. All debris and packing material shall be removed and disposed of in a legal manner. The protective masking of the plastic surfaces shall be removed by the contractor upon completion of installation. All excavation and site work shall be returned to its original grade configuration after contract items are installed.
- B. **Finish Surfaces:** Sign units shall be warranted in writing by the contractor for a period of no less than one year from the date of the County acceptance. All finishes are to be warranted for 3 years from the date of Developer acceptance. There shall be:
 - a. No delamination of any parts of the sign or of lettering from the sign face.

- b. No cupping, warping or dishing in excess of the requirements stipulated in the specifications.
- c. No bubbling, crazing, chalking, rusting or other disintegration of the sign face, messages or edge finish of the panels.
- d. No corrosion developing beneath the paint surface of the support systems, except as the result of obvious vandalism.
- e. No corrosion of the fasteners.
- f. No movement of signs from their foundations. The signs must remain true and plumb on their foundations, except when the sign has sustained obvious post-installation external damage.
- g. No fading of the colors when matched against a sample of the original color and material.
- h. No variation of any other performance specified by the County on the drawings or in the specifications.

C. **Structure/Components:**

- a. Contractor shall provide Developer with (3) copies of the written warranty prior to installation, guaranteeing to correct, to County's satisfaction, at contractor's sole expense, all defects in fabrication, faulty materials, workmanship, design, and installation of sign work for a period of one year after completed installation of sign work.
- b. Fading, cracking, warping, peeling, delaminating, rusting, corroding, and structural failure, including distortion by whatever cause, shall be construed as failure because of faulty materials and workmanship.
- c. Failures during warranty period shall be repaired or replaced to satisfaction or Developer.
- D. Contractor shall have total and complete responsibility for the security of all equipment, materials, and sign components until reviewed and accepted by the Developer.

- E. **Maintenance:** The contractor shall provide to 3 copies each of complete finish/ component care instructions as specified by the manufacturer for on-going cosmetic sign cleaning and maintenance. These are to be submitted in an 8-1/2" x 11 " three-ring binder. Contractor to ensure signs, neon, lamps, electrical components etc. are easily accessible for maintenance.

F. **Permits:**

- a. Securing and paying for all permits required by governmental agencies is the responsibility of the contractor. Inspections and tests necessary for the construction and placement of all work required by the applicable governing agencies is by the contractor.
- b. Contractor shall secure and pay for all insurance required by law including but not limited to Liability, Worker's Compensation, Comprehensive Construction Liability, Personal Injury, Comprehensive Auto and Property on-and off-sites. Contractor shall check insurance requirements for terminology and coordinate insurance requirements with project general specifications. Insurance requirements should be checked for terminology and coordinated with general specifications.
- c. Contractor shall not reveal or disseminate any information to any person(s), private or public, other than the County, Developer, or contractor's personnel as necessary to execute the contract without first contacting the County.
- G. Large Format Computer Output High resolution large format computer output to comply with the following:
 - a. Minimum resolution 200 dpi.
 - b. Process: 3M SCOTCHPRINT (or approved equal).
 - c. Substrate: Opaque or Translucent Scotch Cal film (or approved equal).
 - d. Finish: 2 mil Matte over laminate.
 - e. Input: Electronic art as specified to be provided by the County.
 - f. Warranty: 5 year minimum

Specifications

X. CODE REQUIREMENTS

All Signs Must Comply With ADA Guidelines And/or County/City/Fire Marshall Code Requirements:

- A. Contractor to provide copy proofed California Grade Two Braille to ADA specifications for pylon descriptive text areas. Type/text to be raised a minimum of 1/32".
- B. Characters and background on ADA sign shall be eggshell, matte or other non-glare finish.
- C. Contractor to provide copy of approved city or county fire marshal drawing sets of all applicable signs.
- D. Contractor responsible for all signs complying with all applicable codes for specified region. i.e. Fire, ADA.

XI. BID NOTES

Original fabrication quotes shall be sent directly to the County. Pricing shall be submitted in accordance with the bid documents. Bidding contractors are required to clearly indicate in writing within their bid the method of construction anticipated, the materials to be used, and any exclusions or exceptions to the bid documents.

2

FONTS, COLORS & ICONS

Fonts

ITC Avant Garde Gothic Std Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

AvantGarde BK BT

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

ITC Avant Garde Gothic Std Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

AvantGarde MD BT

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

ITC Avant Garde Gothic Std Demi

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

ITC Avant Garde Gothic Std Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789



SHANNON-LEIGH
ASSOCIATES

San Mateo Medical Center
Exterior Signage Package

90% Construction Documentation
September 21, 2012

Fonts, Colors and Icons

12

Colors and Icons



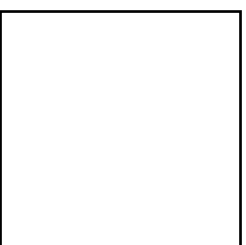
PMS 186



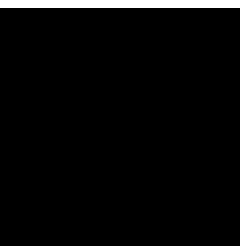
PMS 541



PMS Process Blue



White



Black



PMS1797



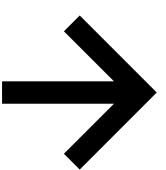
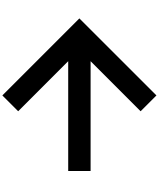
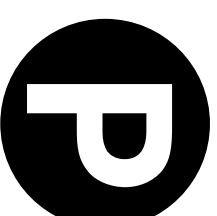
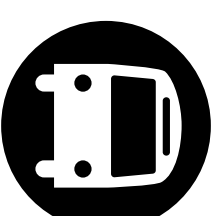
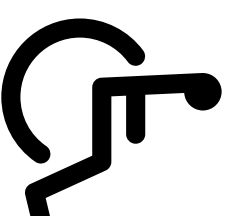
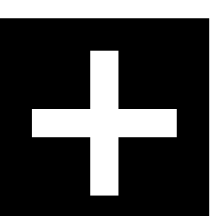
Brushed Aluminum



Color #15090
Federal Standard
595B



San Mateo County Seal



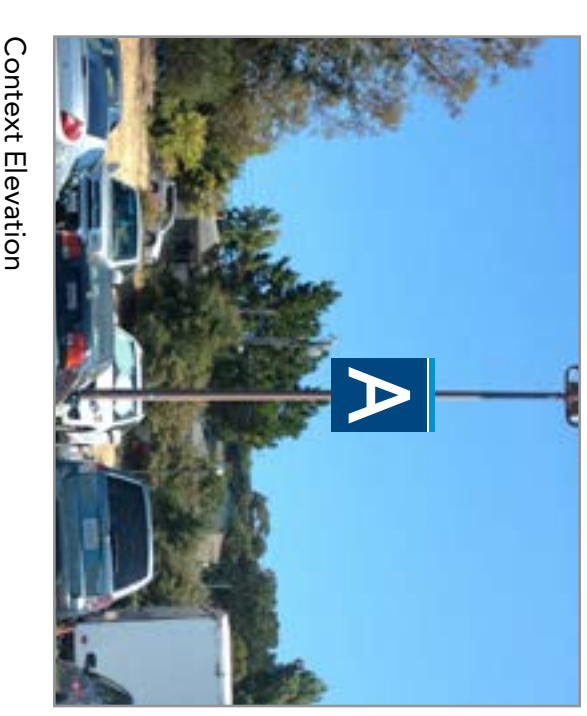
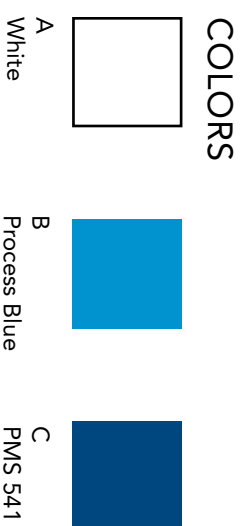
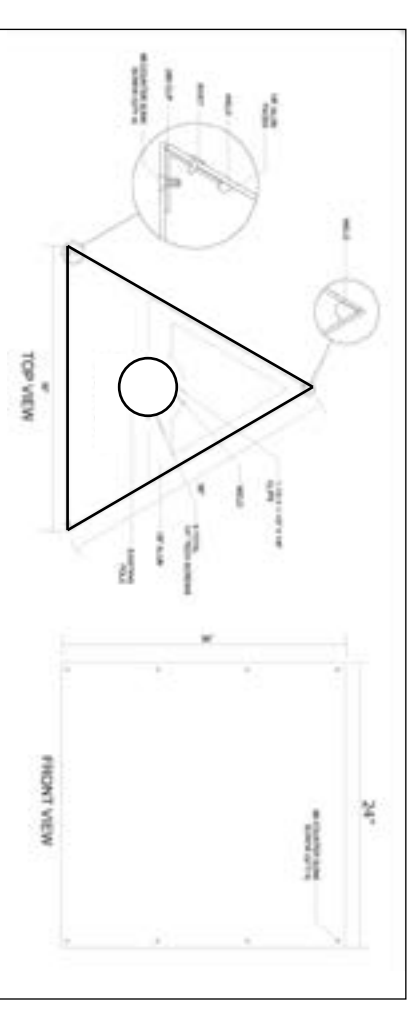
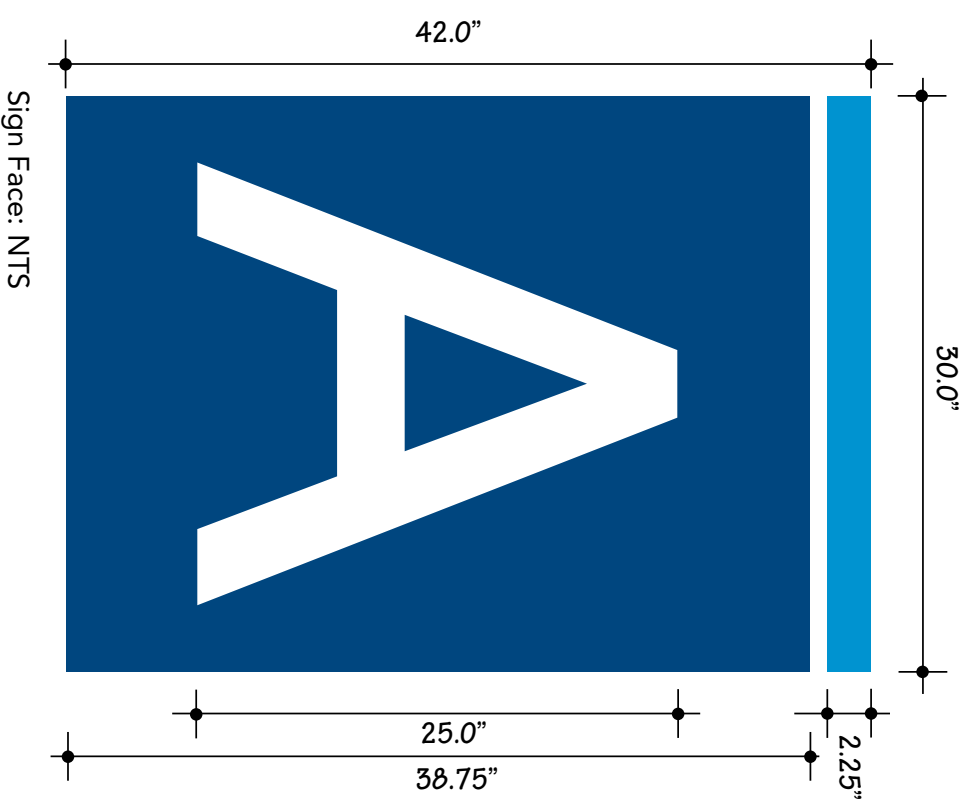
3

SIGN TYPES

PLP 1 Parking Lot Pole

SPECIFICATIONS

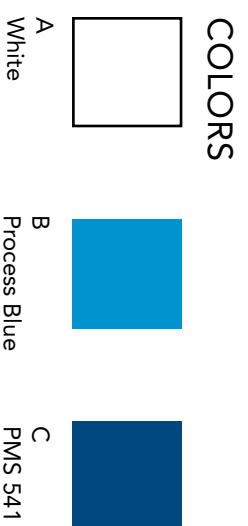
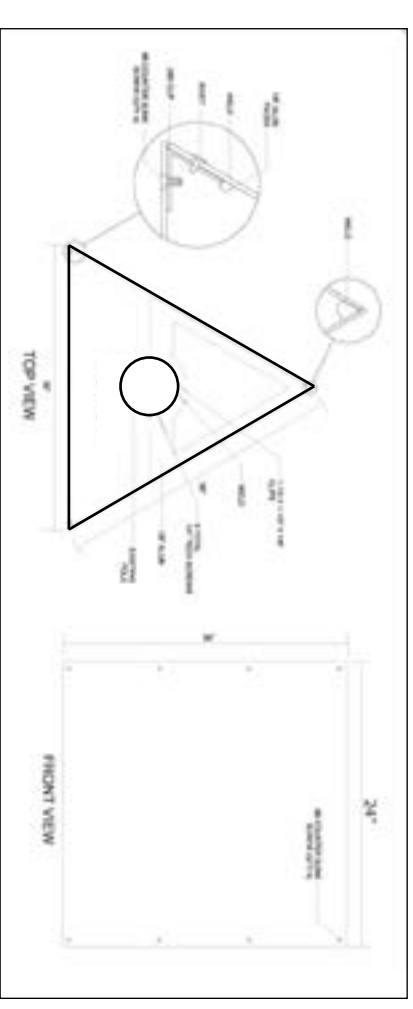
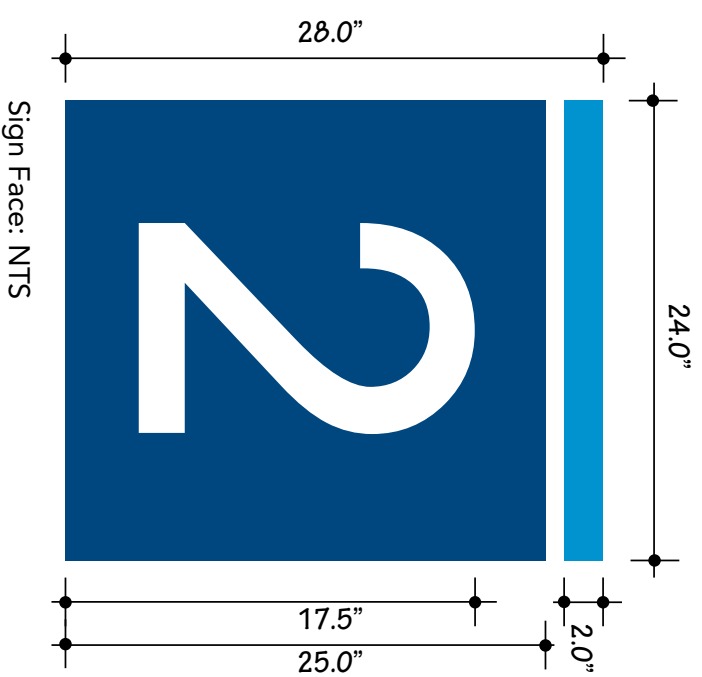
SIGN TYPE	PLP 1
SIGN SIZE	30" x 42"
OVERALL SIZE	30" x 42
THICKNESS	1/4"
MATERIAL	Aluminum
QUANTITY	3 sided sign per pole
VINYL	Reflective
SURFACE	1st
MOUNTING	On Pole, Notes: 1. Round tapered pole/existing. 2. Field verify light pole for taper and diameter
MOUNTING	15'-0" from grade
POLE DIMENSIONS	TBD
TYPEFACES	Avant Garde MD BT



PLP 2 Parking Lot Pole

SPECIFICATIONS

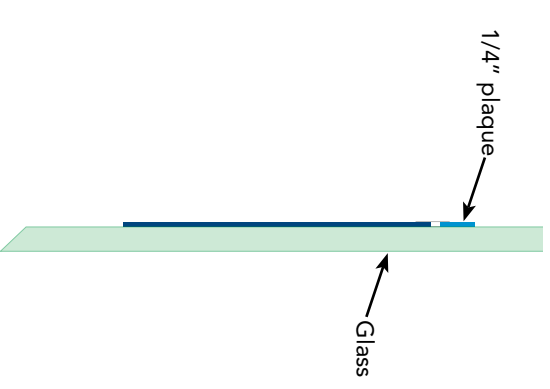
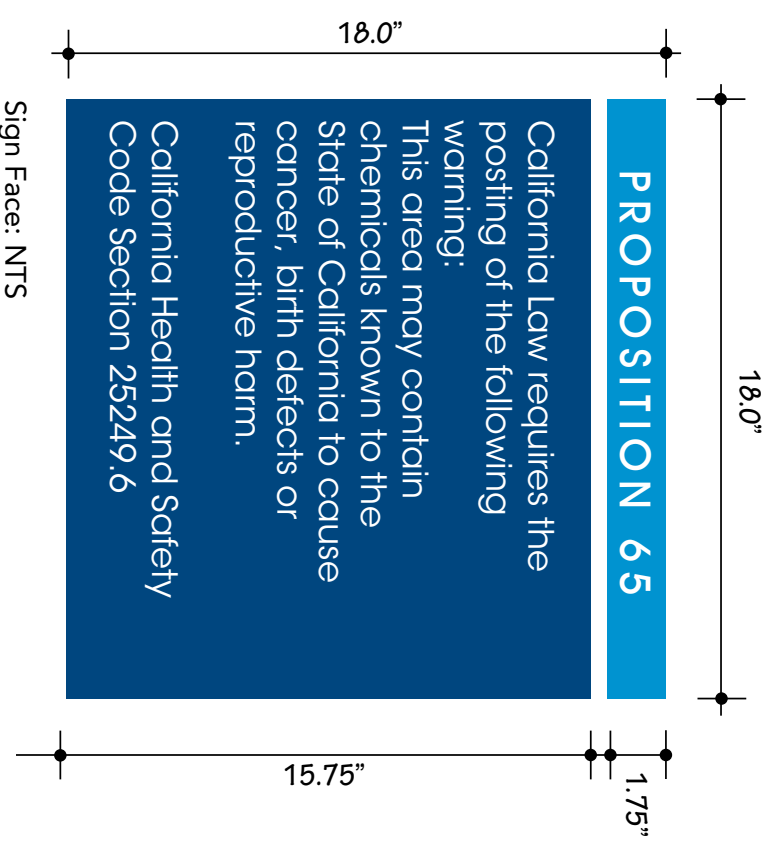
SIGN TYPE	PLP 2
SIGN SIZE	24" x 36"
THICKNESS	1/4"
MATERIAL	Aluminum
QUANTITY	3 sided sign per pole
VINYL	Reflective
SURFACE	1st
MOUNTING	On Pole, Notes: 1. Square pole/existing. 2. Field verify light pole for taper and diameter.
MOUNTING	15'-0" from grade
POLE DIMENSIONS	TBD
TYPEFACES	Avant Garde MD BT



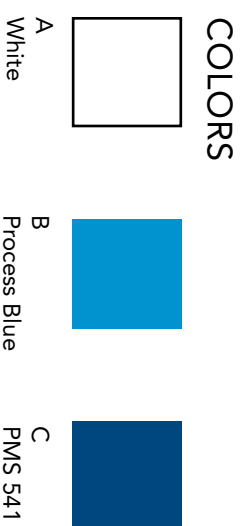
PROP 65 Regulatory

SPECIFICATIONS

SIGN TYPE	Prop 65
SIGN SIZE	18" x 18"
THICKNESS	1/4"
TACTILE	No
EDGES	Painted to match
MATERIAL	Exterior grade digital print
TEXT HEIGHT	Line 1: .949 Lines 2-11: .774
MOUNTING	Double sided tape and silicone on glass
TYPEFACES	Line 1: Avant Garde MD BT Lines 2-11: ITC Avant Garde Gothic Book



Mounting Detail

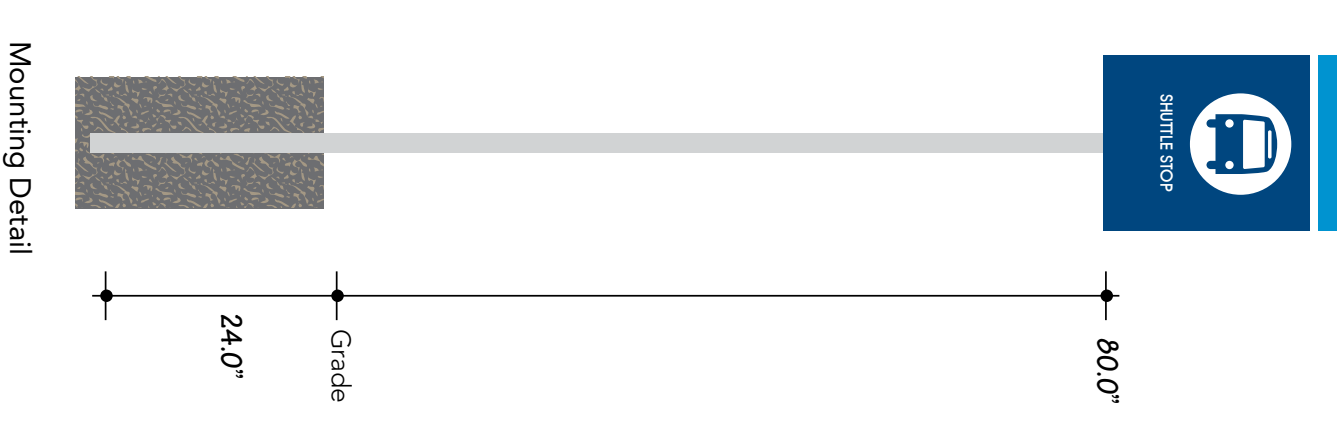
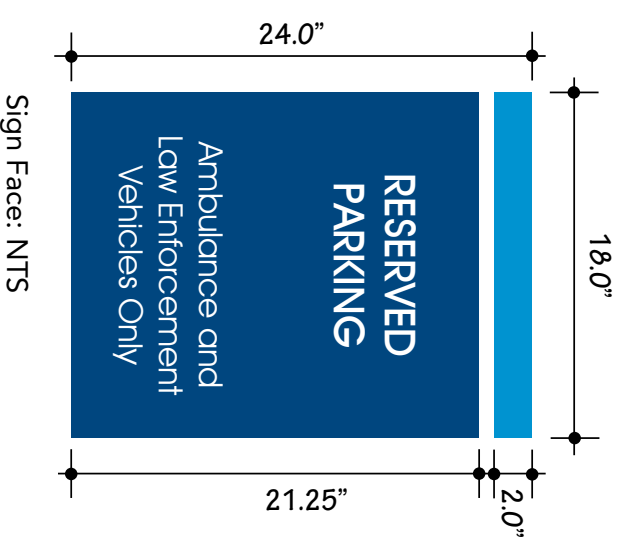


Context Elevation

PS 2 Parking Informational

SPECIFICATIONS

SIGN TYPE	PS 2
SIGN SIZE	18" x 24"
THICKNESS	1/4"
TACTILE	No
EDGES	Painted to match
MATERIAL	Aluminum
VINYL	Non-reflective
SURFACE	1st
MOUNTING A	Pole mounted, on both new and existing poles
MOUNTING B	Wall mounted, on exterior
TYPEFACES	Lines 1-2: Avant Garde MD BT Lines 3-5: Avant Garde BK BT
TEXT HEIGHT	Lines 1-2: 1.574 Lines 3-5: 1.236



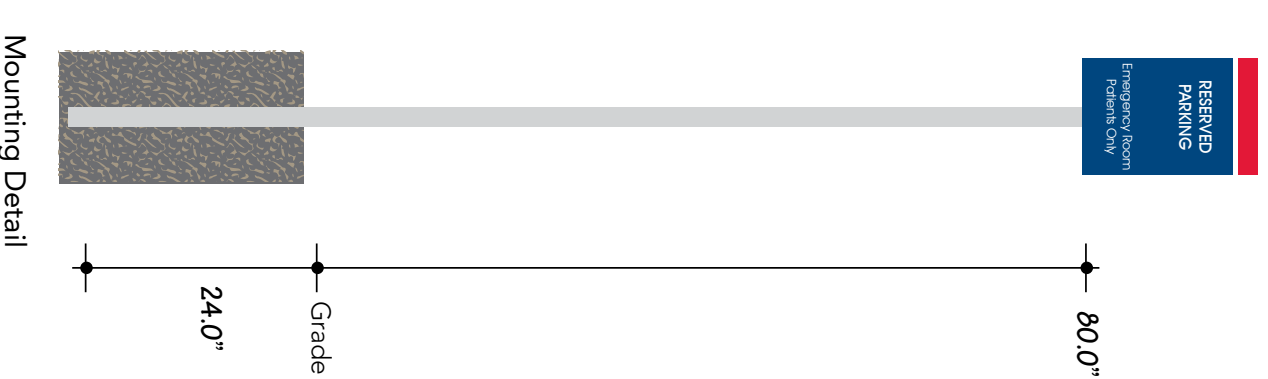
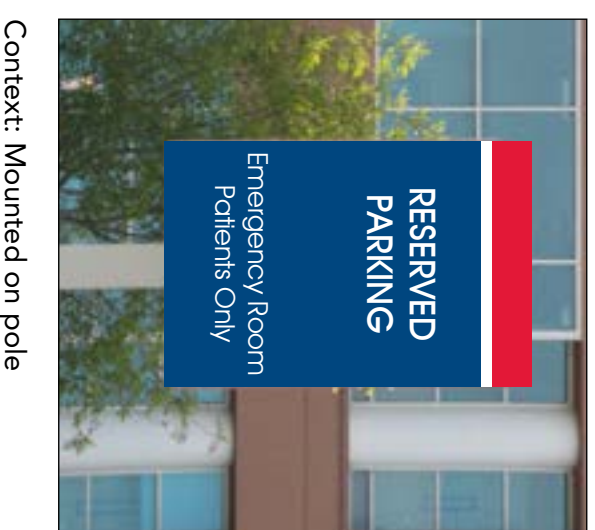
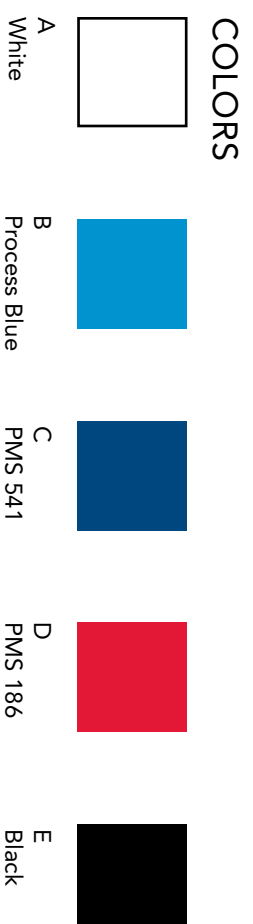
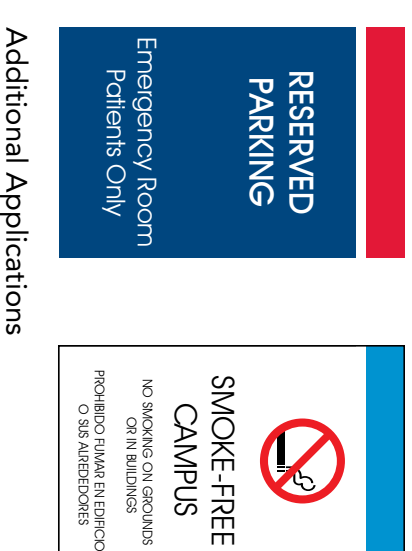
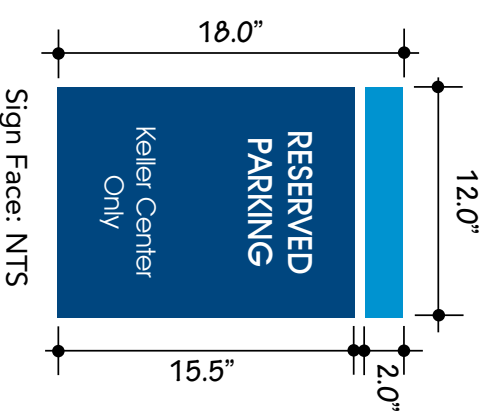
COLORS



PS 3 Parking Informational

SPECIFICATIONS

SIGN TYPE	PS 3
SIGN SIZE	12" x 18"
THICKNESS	1/4"
TACTILE	No
EDGES	Painted to match
MATERIAL	Exterior grade digital print
MOUNTING A	2" square poles, on both new and existing poles
MOUNTING B	Wall mounted
TYPEFACES	Lines 1-2: Avant Garde MD BT Lines 3-4: Avant Garde BK BT
TEXT HEIGHT	Lines 1-2: 1.234 Lines 3-4: .987



DN 1 Dimensional Numbers

SPECIFICATIONS

SIGN TYPE	DN 1
SIGN SIZE	12" x 26.276"
THICKNESS	.5"
EDGES	Painted to match
MATERIAL	Aluminum
MOUNTING	Pin mounted, .5" from substrate
ILLUMINATED	No
TYPEFACES	Avant Garde MD BT



Individual Letters, Front View: NTS



Side View

COLORS



C
PMS 541



Context Elevation



SHANNON-LEIGH
ASSOCIATES

San Mateo Medical Center
Exterior Signage Package

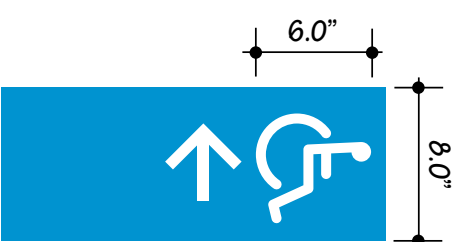
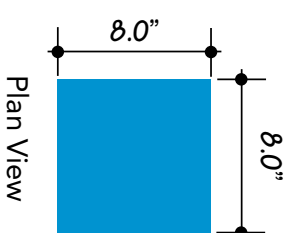
90% Construction Documentation
September 21, 2012

Sign Type Drawings

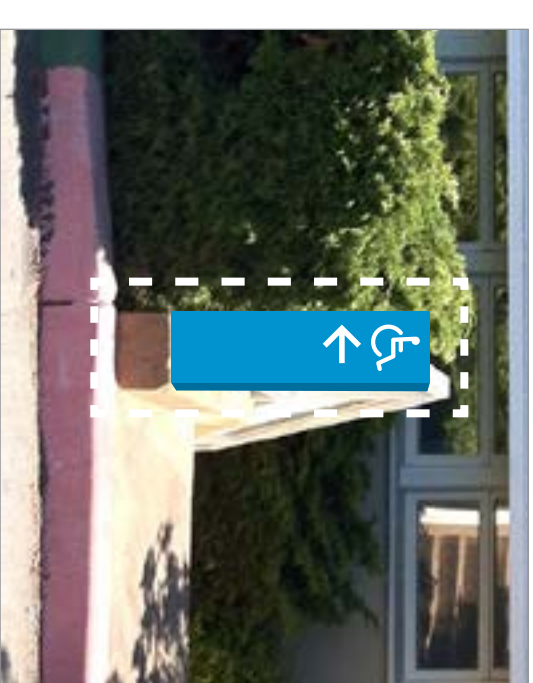
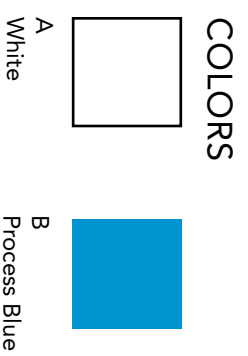
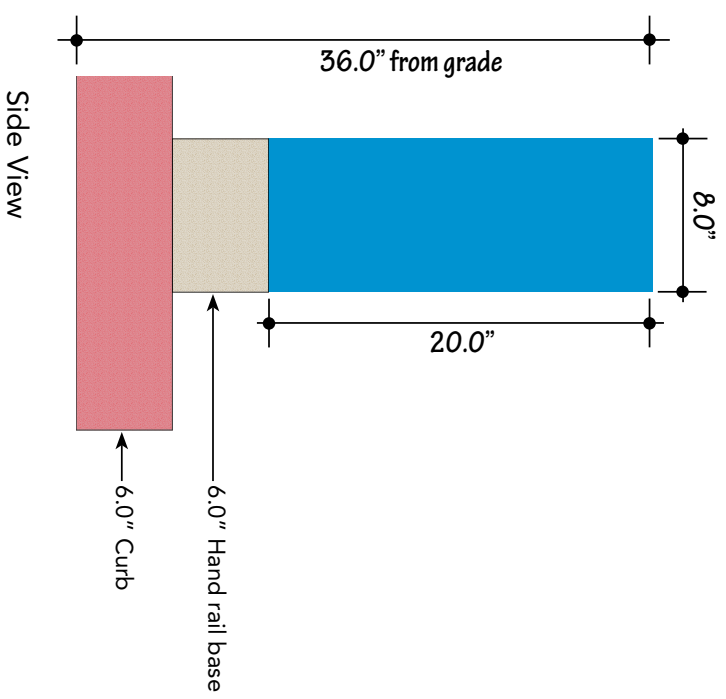
BLR Bollard

SPECIFICATIONS

SIGN TYPE	BLR
SIGN SIZE	8" x 8" x 20"
MATERIAL	Fabricated Aluminum
VINYL	Reflective
SURFACE	1st
MOUNTING	Anchored in concrete and set back from curb
ILLUMINATED	No
ISA ICON	6,0"



Bollard,
Front View: NTS



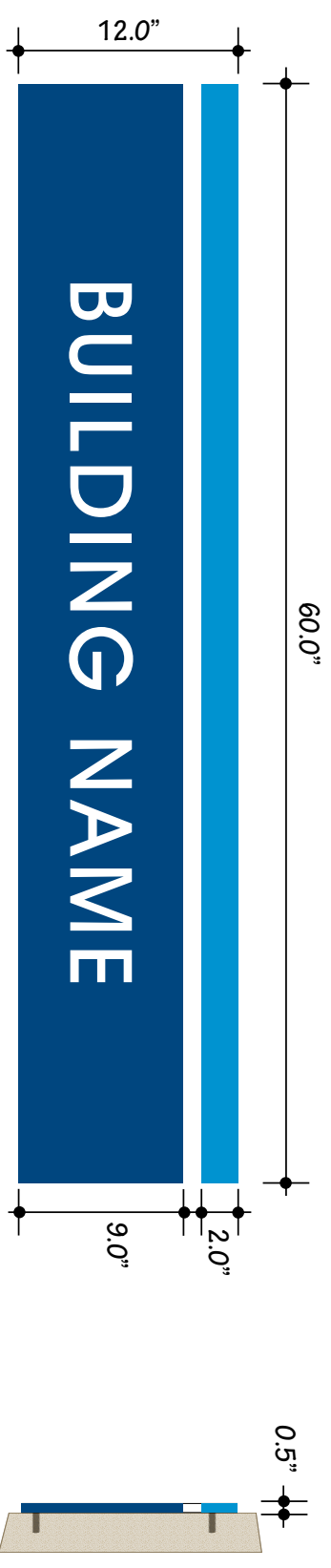
Context Elevation

BS 2 Building Sign

SPECIFICATIONS

SIGN TYPE	BS 2
SIGN SIZE	60" x 12"
THICKNESS	1/4"
TACTILE	No
EDGES	Painted to match
MATERIAL	Aluminum
VINYL	Non-reflective
SURFACE	1st
MOUNTING	Wall mounted; flush to the wall with no exposed fasteners.
ILLUMINATED	No
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	One line: 3.5" Two lines: 2.58"

COLORS



Sign Face, Front View: NTS

→ Aging and Adult Services
Public Guardian

Additional Applications

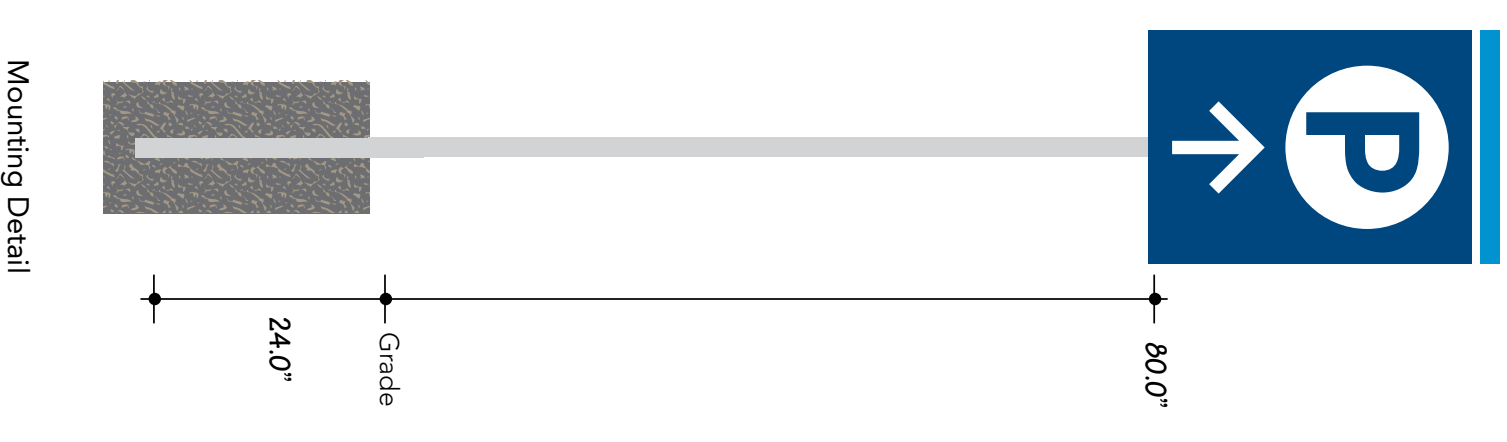
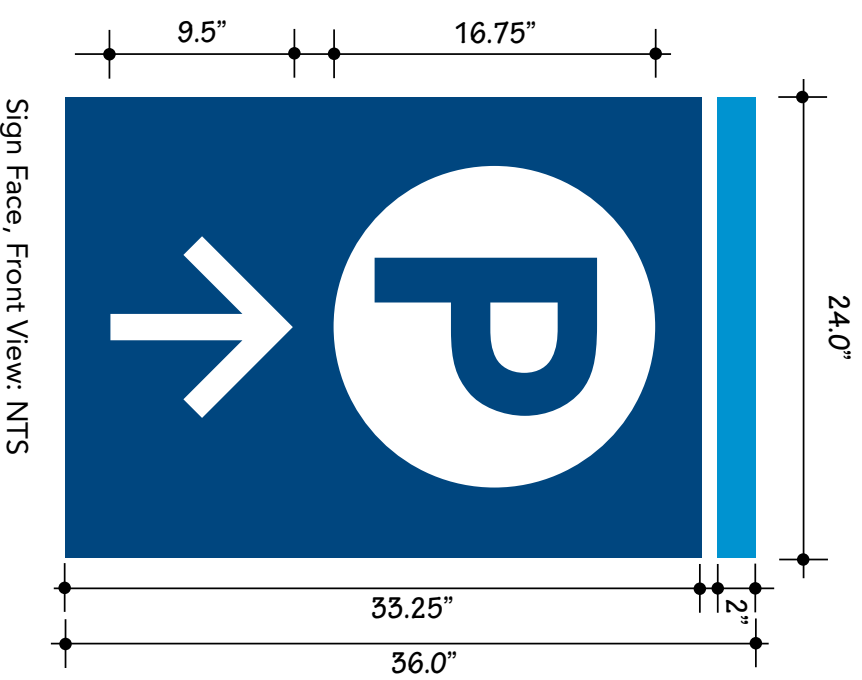


Context Elevation

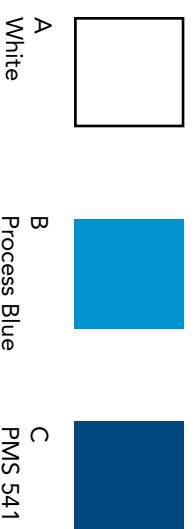
PI 1 Parking Informational

SPECIFICATIONS

SIGN TYPE	PI 1
SIGN SIZE	24" x 36"
THICKNESS	1/4"
EDGES	Painted PMS 541
BACK	Painted PMS 541
MATERIAL	Aluminum
VINYL	Reflective
SURFACE	1st
MOUNTING	Pole mounted
TEXT HEIGHT	"P": 16.75" "Arrow": 9.5"



COLORS



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San Mateo Medical Center
Exterior Signage Package

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September 21, 2012

Sign Type Drawings

DL Dimensional Letters

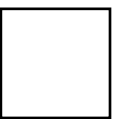
SPECIFICATIONS

SIGN TYPE	DL
SIGN SIZE	Existing
TREATMENT	Paint



Painted Existing Dimensional Letters, Front View: NTS

COLORS



A
White



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San Mateo Medical Center
Exterior Signage Package

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September 21, 2012

Sign Type Drawings

CW 1 Column Wrapper

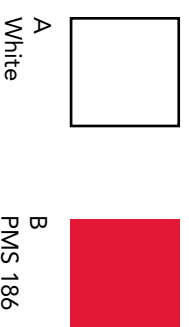
SPECIFICATIONS

SIGN TYPE	CW 1
SIGN SIZE	60" in height
TYPEFACE	ITC Avant Garde Demi
TYPE HEIGHT	5.0"
MATERIAL	Adhesive digital print
CROSS HEIGHT	5.75"



Column Wrap,
Front View: NTS

COLORS

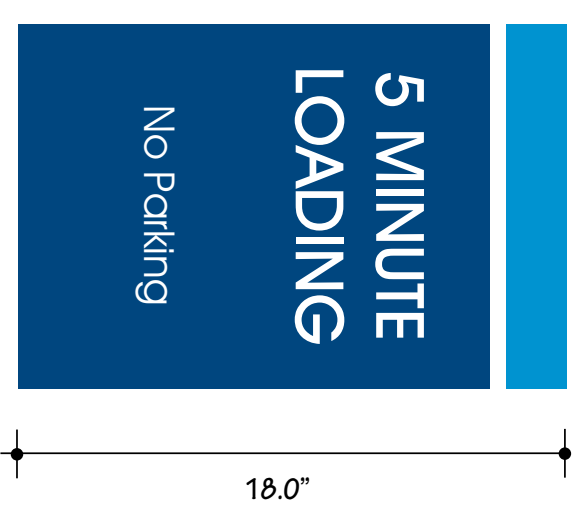


Context Elevation

CW 2 Column Wrapper

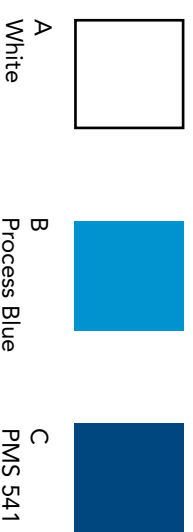
SPECIFICATIONS

SIGN TYPE	CW 2
SIGN SIZE	18" in height
TYPE FACE	Avant Garde MD BT, Lines 1-2: 1.55" Avant Garde BK BT, Lines 3+ 1.00"
MATERIALS	Adhesive digital print



Sign Face, Front View: NTS

COLORS



DL Dimensional Letters

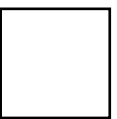
SPECIFICATIONS

SIGN TYPE	DL
SIGN SIZE	Existing
TREATMENT	Re-paint existing letters only



Painted Existing Dimensional Letters, Front View: NTS

COLORS



A
White



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San Mateo Medical Center
Exterior Signage Package

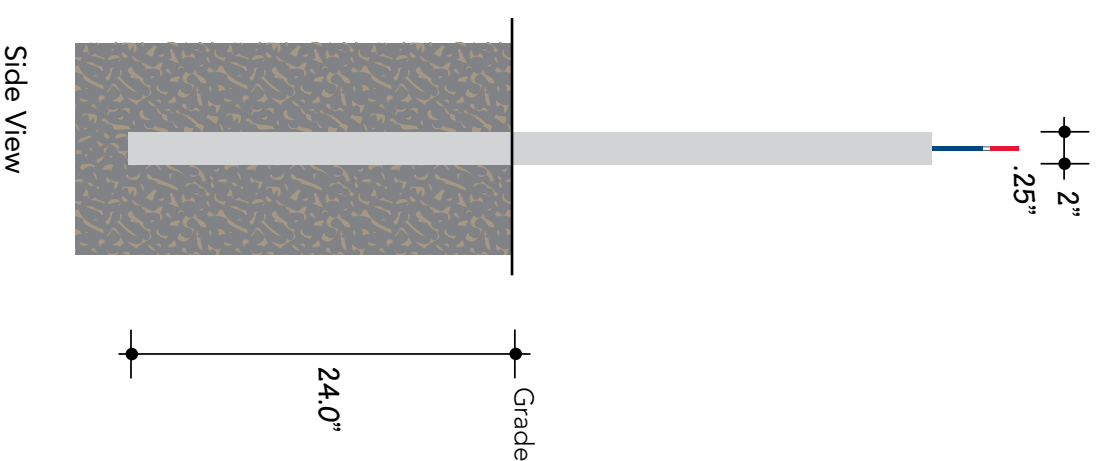
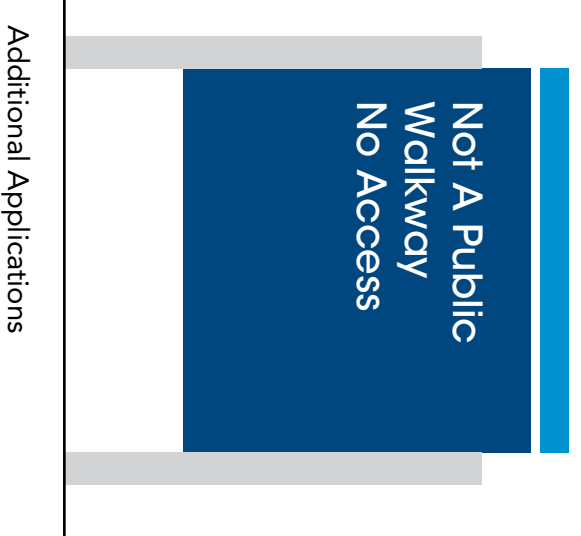
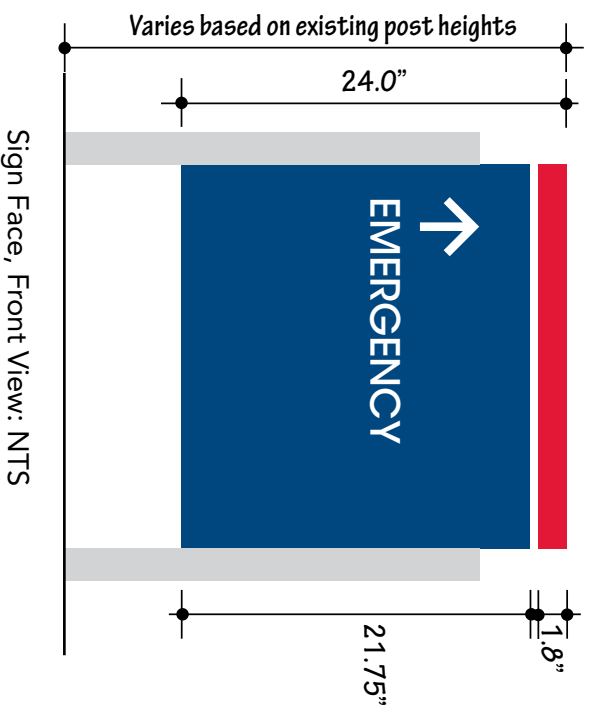
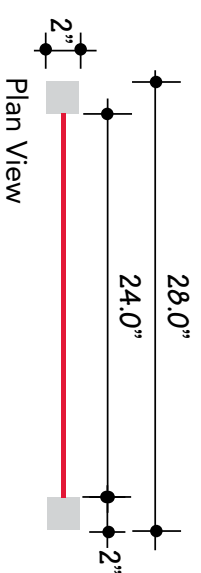
90% Construction Documentation
September 21, 2012

Sign Type Drawings

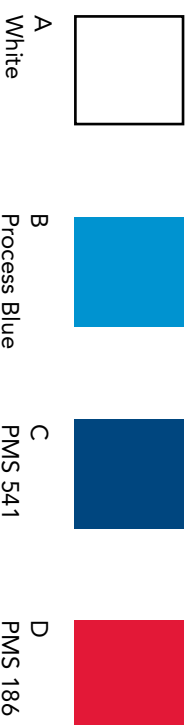
P/PP Small Post and Panel

SPECIFICATIONS

SIGN TYPE	P/PP 24 x 24
SIGN SIZE	24" x 24"
OVERALL SIZE	28" x 31.5"
SIDES	1 or 2 side print depending on location
EDGES	Painted to match
MATERIAL	Aluminum
THICKNESS	1/4"
VINYL	Reflective
SURFACE	1st
MOUNTING	Post and Panel. Some signs utilize existing posts, some require new posts.
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	All Lines: 1.775"



COLORS



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San Mateo Medical Center
Exterior Signage Package

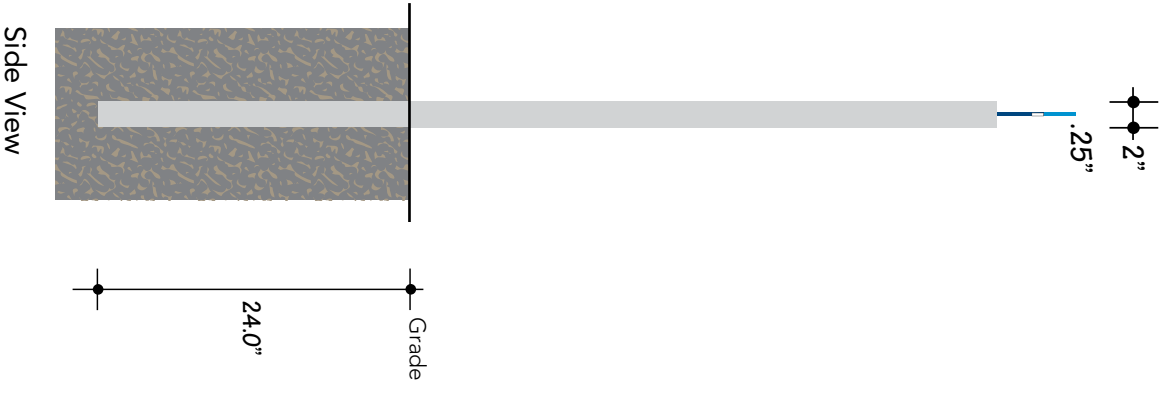
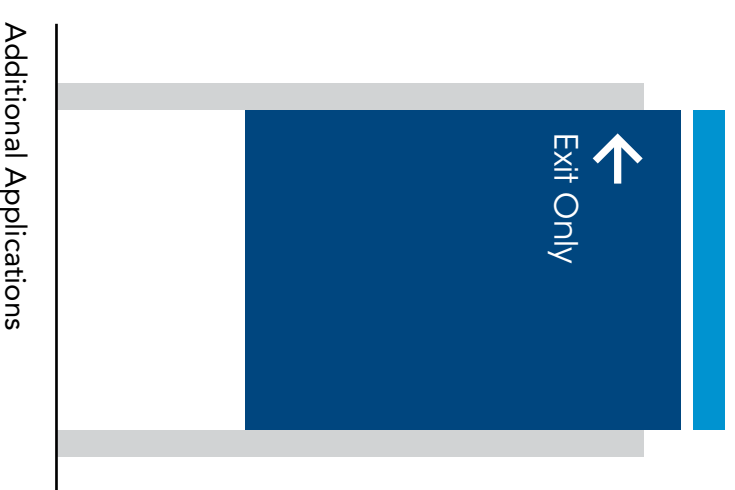
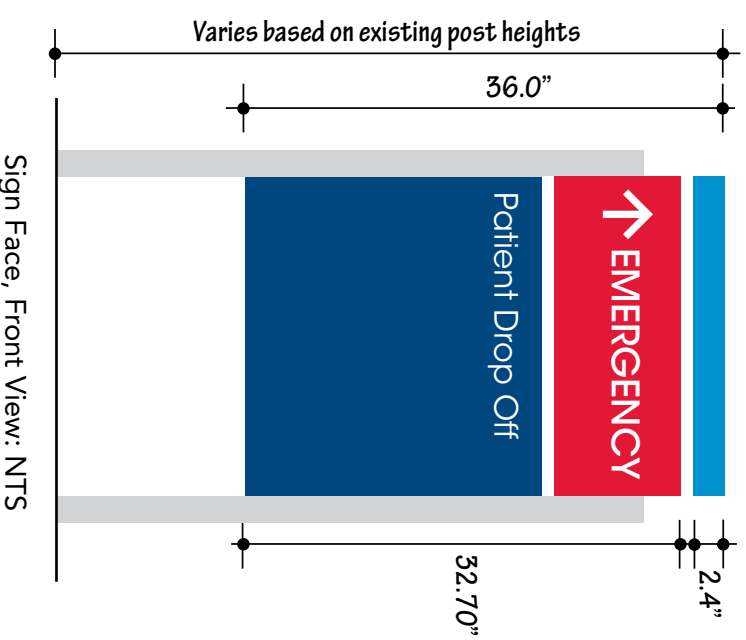
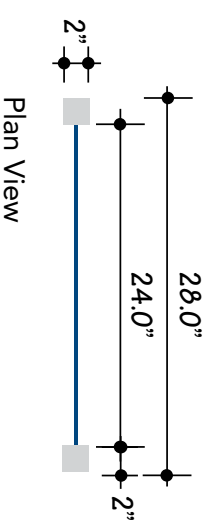
90% Construction Documentation
September 21, 2012

Sign Type Drawings

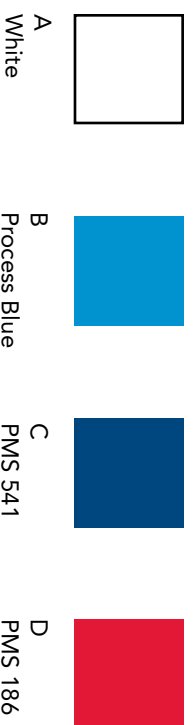
P/PP Medium Post and Panel

SPECIFICATIONS

SIGN TYPE	P/PP, 24 x 36
SIGN SIZE	24" x 36"
OVERALL SIZE	28" x 50.0"
SIDES	1 or 2 side print depending on location
EDGES	Painted to match
MATERIAL	Aluminum
THICKNESS	1/4"
VINYL	Reflective
SURFACE	1st
MOUNTING	Post and Panel. Some signs utilize existing posts, some require new posts.
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	Emergency: 2.25" All others: 1.70"



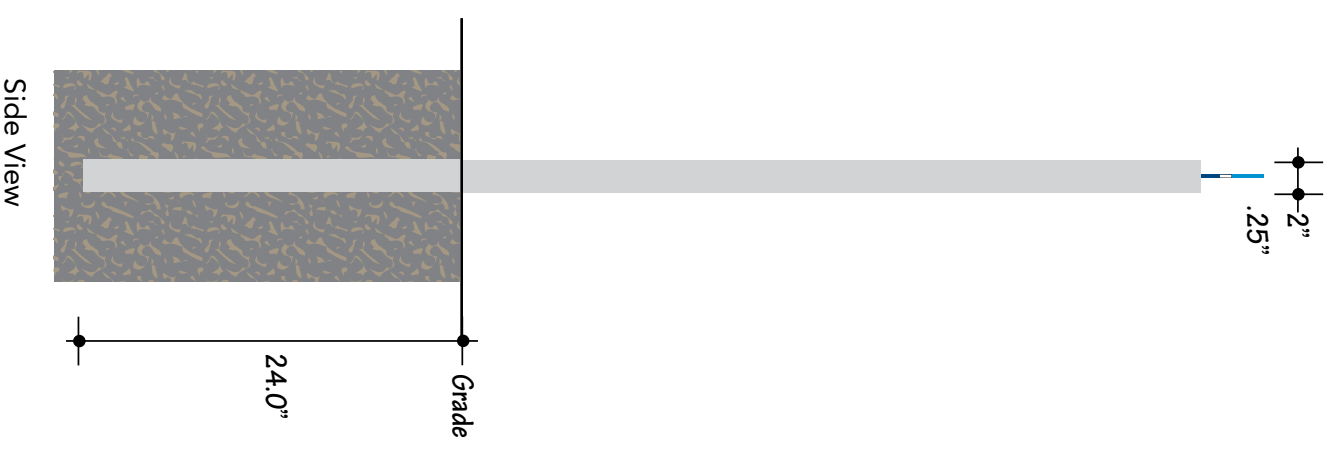
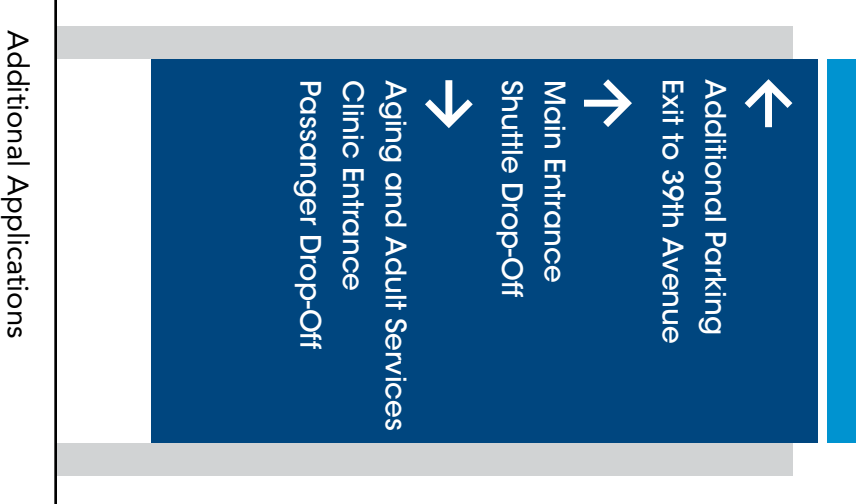
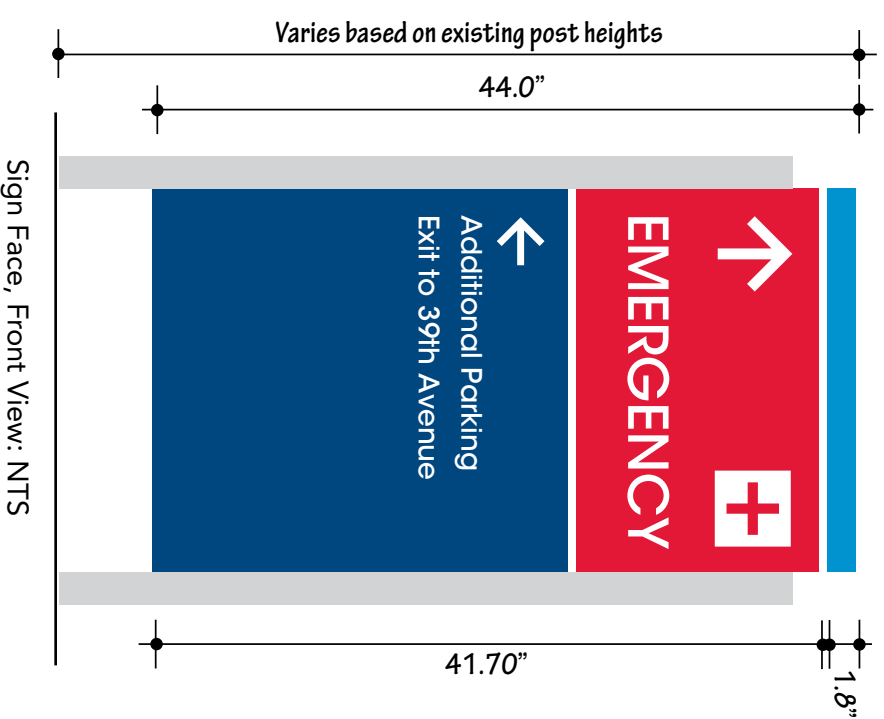
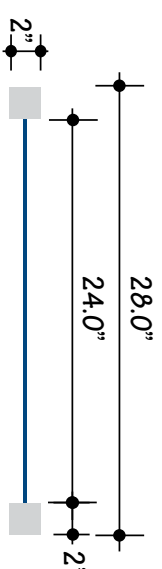
COLORS



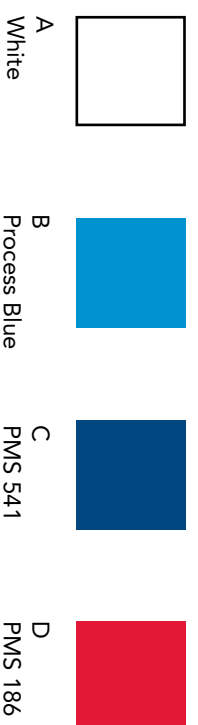
P/PP Large Post and Panel

SPECIFICATIONS

SIGN TYPE	P/PP, 24 x 44
SIGN SIZE	24" x 44"
OVERALL SIZE	28" x varies
SIDES	1 or 2 side print depending on location
EDGES	Painted to match
MATERIAL	Aluminum
THICKNESS	1/4"
VINYL	Reflective
SURFACE	1st
MOUNTING	Post and Panel. Some signs utilize existing posts, some require new posts.
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	Emergency: 2.25" All others: 1.70"



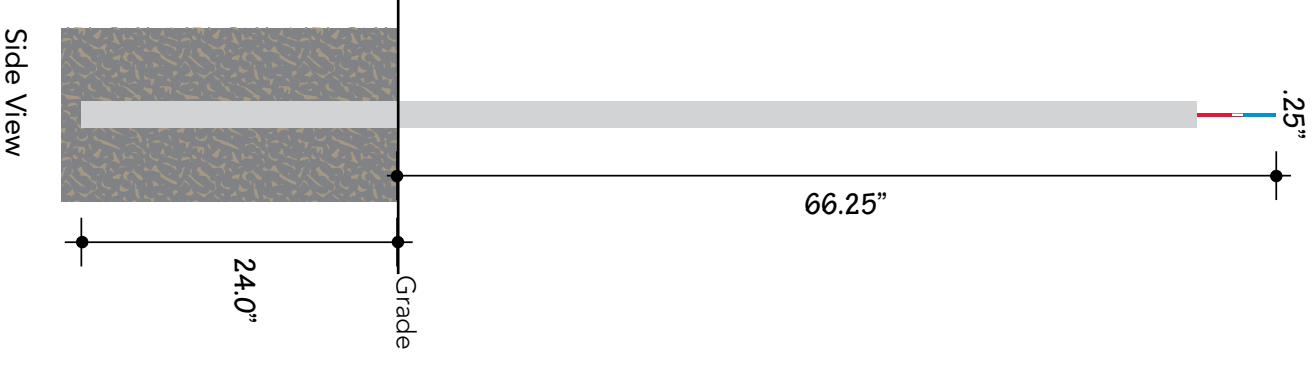
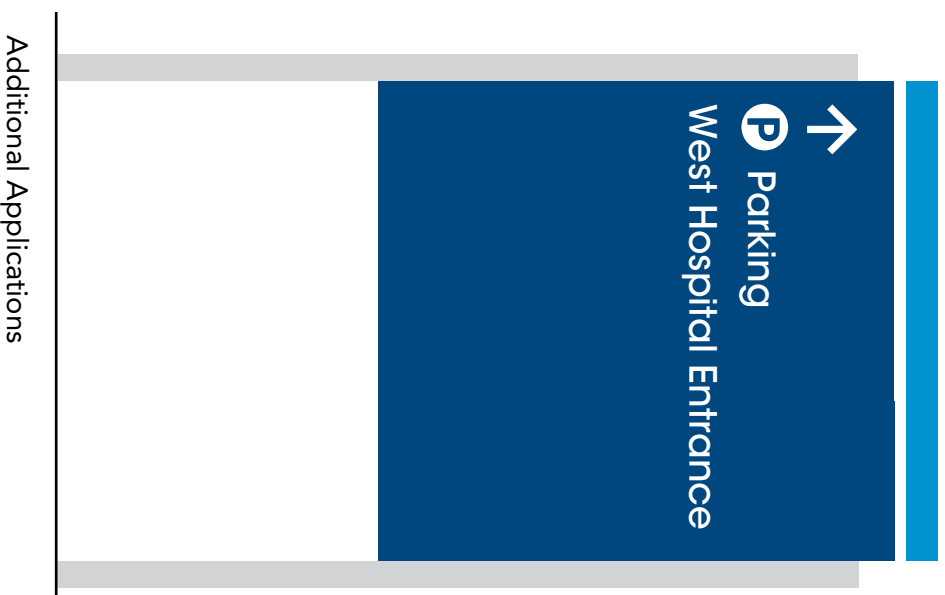
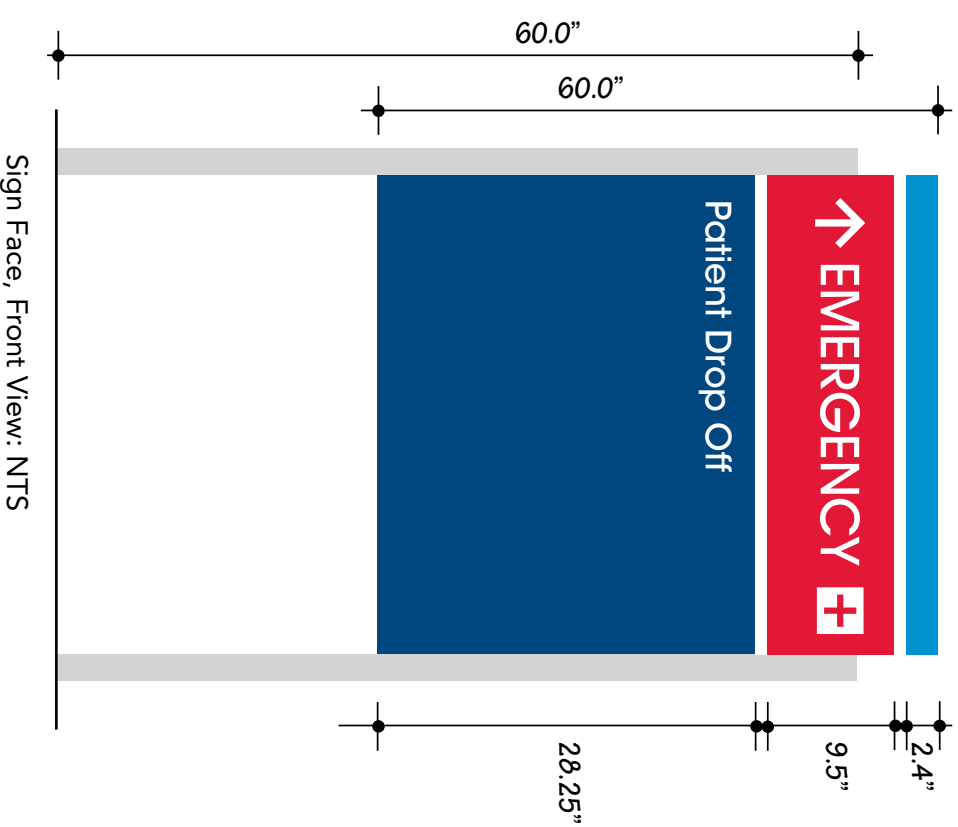
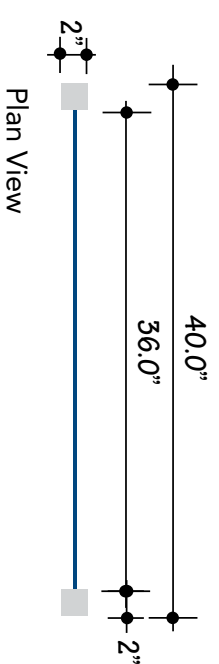
COLORS



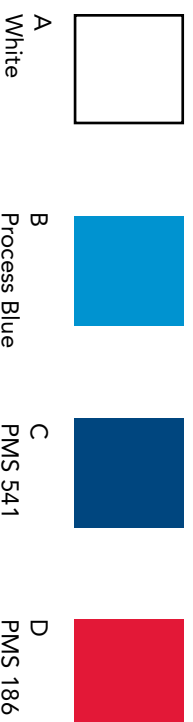
P/PP Wide Post and Panel

SPECIFICATIONS

SIGN TYPE	P/PP, 36 x 42
SIGN SIZE	36" x 42"
OVERALL SIZE	40" x 66.25"
SIDES	2
EDGES	Painted to match
MATERIAL	Aluminum
THICKNESS	1/4"
VINYL	Reflective
SURFACE	1st
MOUNTING	Post and Panel. Some signs utilize existing posts, some require new posts.
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	Emergency: 3.00" All others: 2.00"



COLORS

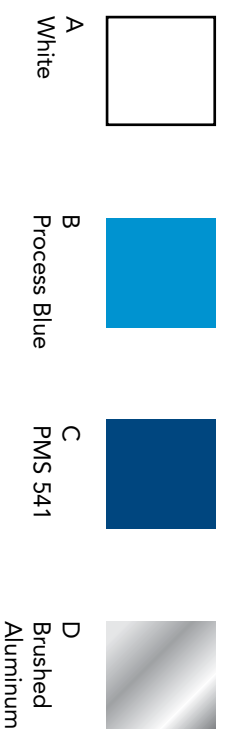


PG Parking Gateway

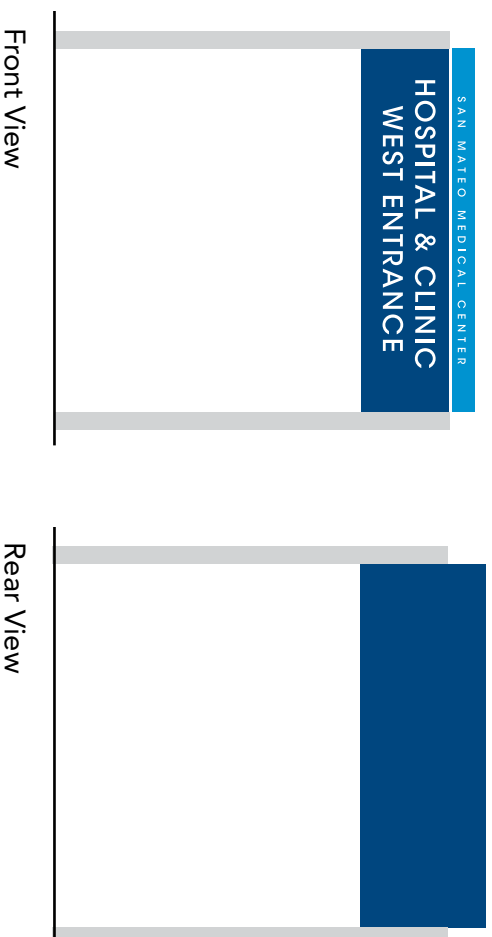
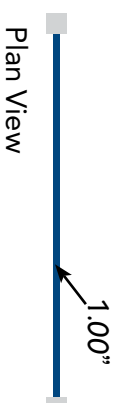
SPECIFICATIONS

SIGN TYPE	PG
SIGN SIZE	132" x 45.629"
THICKNESS	1.0"
MATERIAL	Aluminum Remove existing sign and replace. Field verify dimensions and use existing posts for mounting.
VINYL	Non-reflective
SURFACE	1st
MOUNTING	Utilize existing posts and replace entire sign.
ILLUMINATED	No
BACK / SIDES	Paint back and all sides PMS 541
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	Line 1: 2.716" Lines 2-3: 7.295"

COLORS



Sign Face, Front View: NTS



BS 1 Building Sign

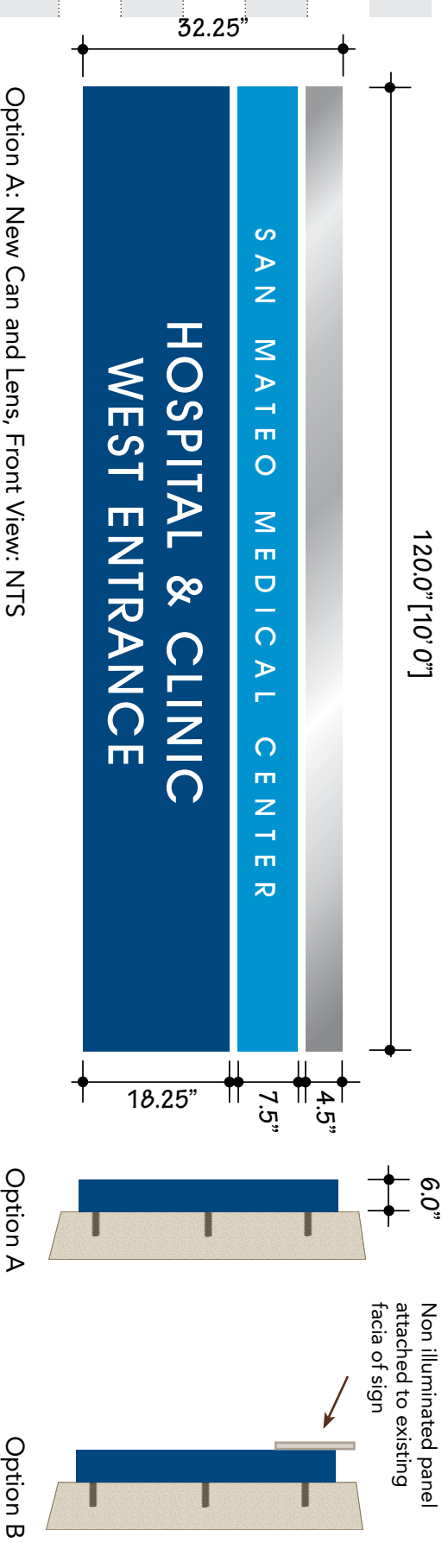
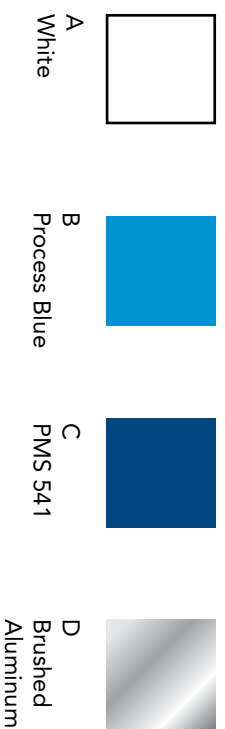
SPECIFICATIONS: OPT A, NEW CAN & LENS

SIGN TYPE	BS 1
SIGN SIZE	120" x 32.25" x 4"
THICKNESS	1/8" Lens
MATERIAL	Lexan lens.
CAN	Aluminum
LENS	Translucent
SURFACE	1st
MOUNTING	<ol style="list-style-type: none"> 1. Replace old lens and mount new, electrified can and lens in its place. 2. Field verification for OSHPOD engineering.
ILLUMINATED	Yes. Flush mounted to substrate.
TYPEFACES	Avant Garde MD BT
TEXT HEIGHT	Line 1: 2.46" Lines 2-3: 4.34"

BID ALTERNATIVE: OPT B, NEW LENS ONLY

Note: New lens only placed in existing can with a non-illuminated top section attached to extend past existing top arch.

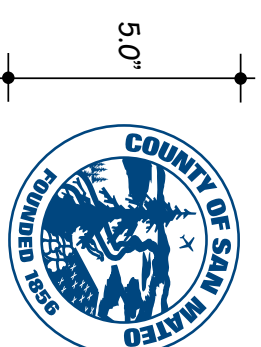
COLORS



Vinyl Graphics

SPECIFICATIONS

SIGN TYPE	VG
SIGN SIZE	2.25" Cap height
VINYL	Non-reflective
SURFACE	1st
MOUNTING	On glass.
TYPEFACES	ITC Avant Garde Gothic STD Demi



5.0"

Aging and Adult
Services

2.25"

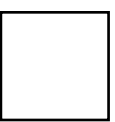
3.0"

4.125"

Public Guardian

Glass Applied Vinyl Graphics, Front View: NTS

COLORS



A
White



B
PMS 541



Context Elevation



SHANNON-LEIGH
ASSOCIATES

San Mateo Medical Center
Exterior Signage Package

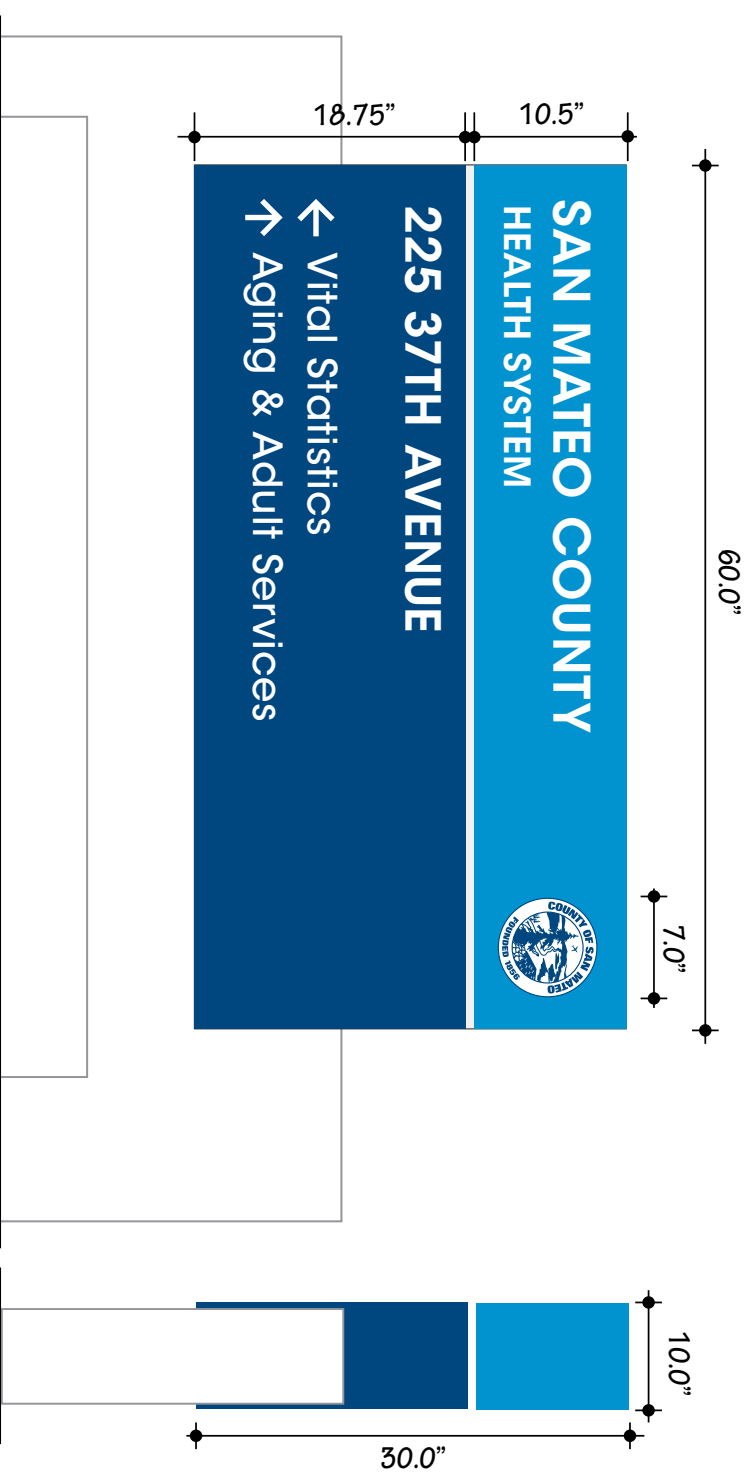
90% Construction Documentation
September 21, 2012

Sign Type Drawings

MN 1 Main Monument

SPECIFICATIONS

SIGN TYPE	MN 1
SIGN SIZE	60" x 30" x 10"
THICKNESS	1/4"
MATERIAL	Aluminum fabricated sign cabinet, cuffed over existing brick/concrete base.
VINYL	Reflective
SURFACE	1st
ILLUMINATED	No
VINYL	Non-reflective
SURFACE	1st
TYPEFACES	Lines 1-3: ITC Avant Garde Gothic Demi Lines 4-5: ITC Avant Garde Gothic Medium
TEXT HEIGHT	Line 1: 2.575" Line 2: 1.843" Line 3: 2.475" Line 4-5: 2.0"



Sign Face, Side A: NTS

COLORS

A White

B Process Blue

C PMS 541



Side B






Context Elevation

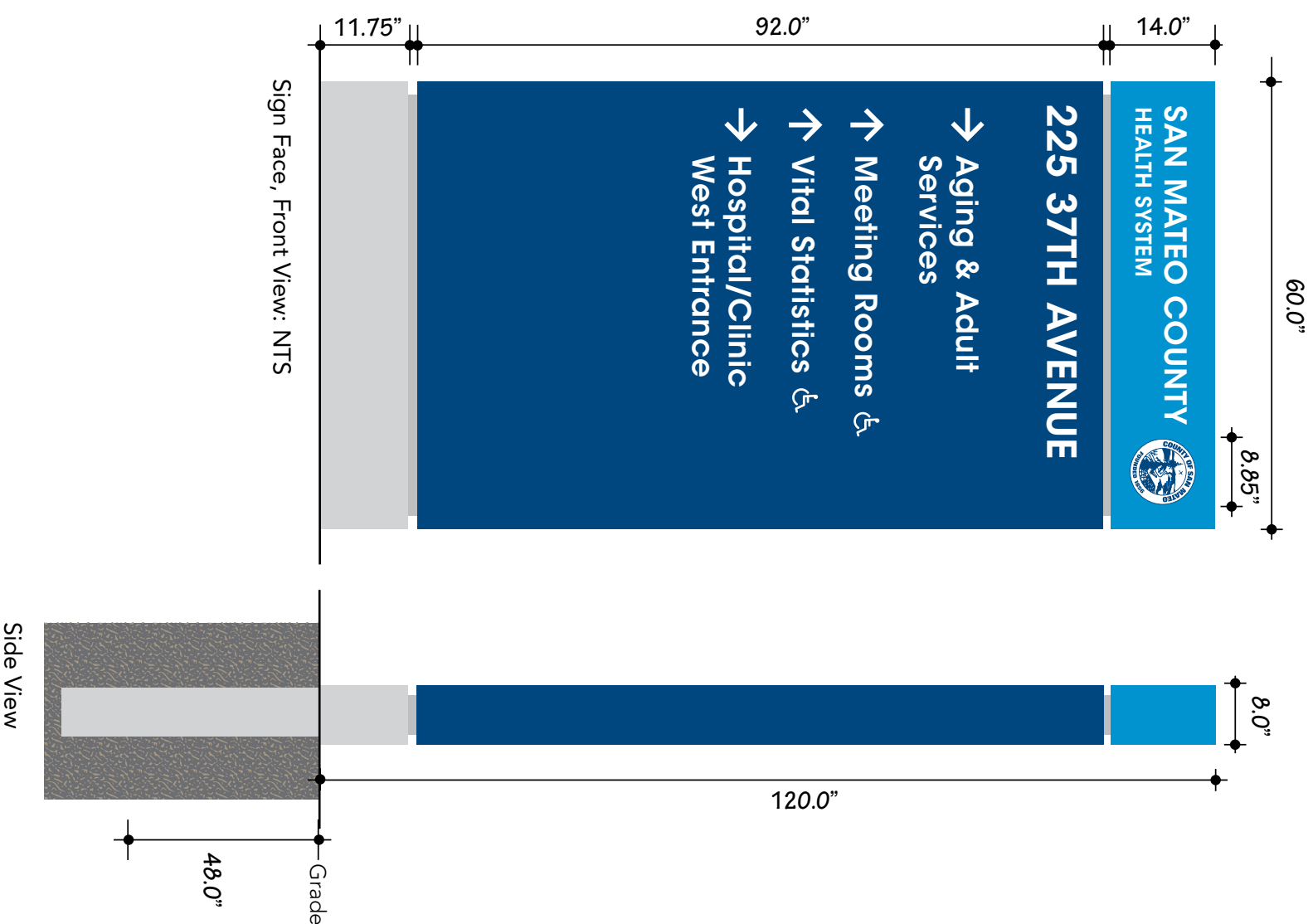
PM 1 Pedestrian Monument

SPECIFICATIONS

SIGN TYPE	PM 1
SIGN SIZE	60" x 120" x 8"
THICKNESS	1/4"
MATERIAL	Aluminum
REVEAL	3/4"
VINYL	Non-reflective
SURFACE	1st
ILLUMINATED	No
MOUNTING	
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT	Line 1: 3.0" Line 2: 2.185 Line 3: 4.0 Line 4+: 3.0"

COLORS

A	White	
B	Process Blue	
C	PMS 541	

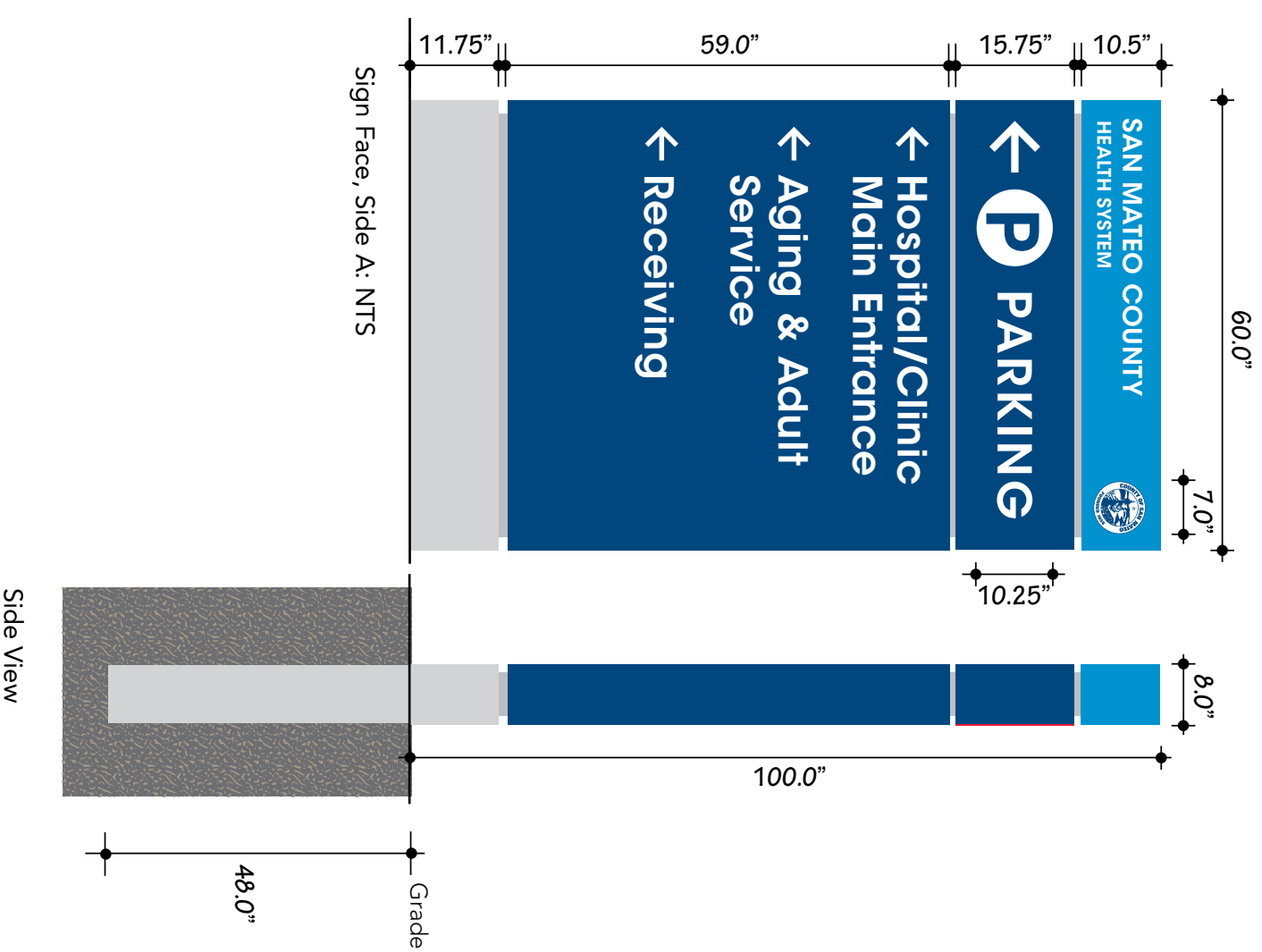
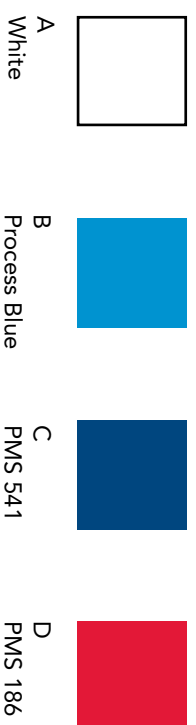


MS 2 B Secondary Vehicular

SPECIFICATIONS

SIGN TYPE	MS 2 B
SIGN SIZE	60" x 100" x 8"
MATERIAL	Aluminum
THICKNESS	1/4"
REVEAL	3/4"
VINYL	Reflective
SURFACE	1st
ILLUMINATED	No
MOUNTING	
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT SIDE A	Line 1: 2.59" Line 2: 1.85" Line 3: 4.5" Line 4+: 3.9"
TEXT HEIGHT SIDE B	Line 1: 2.59" Line 2: 1.85" Line 3: 2.28" Line 4-5: 1.0" Line 6+: 3.9"

COLORS

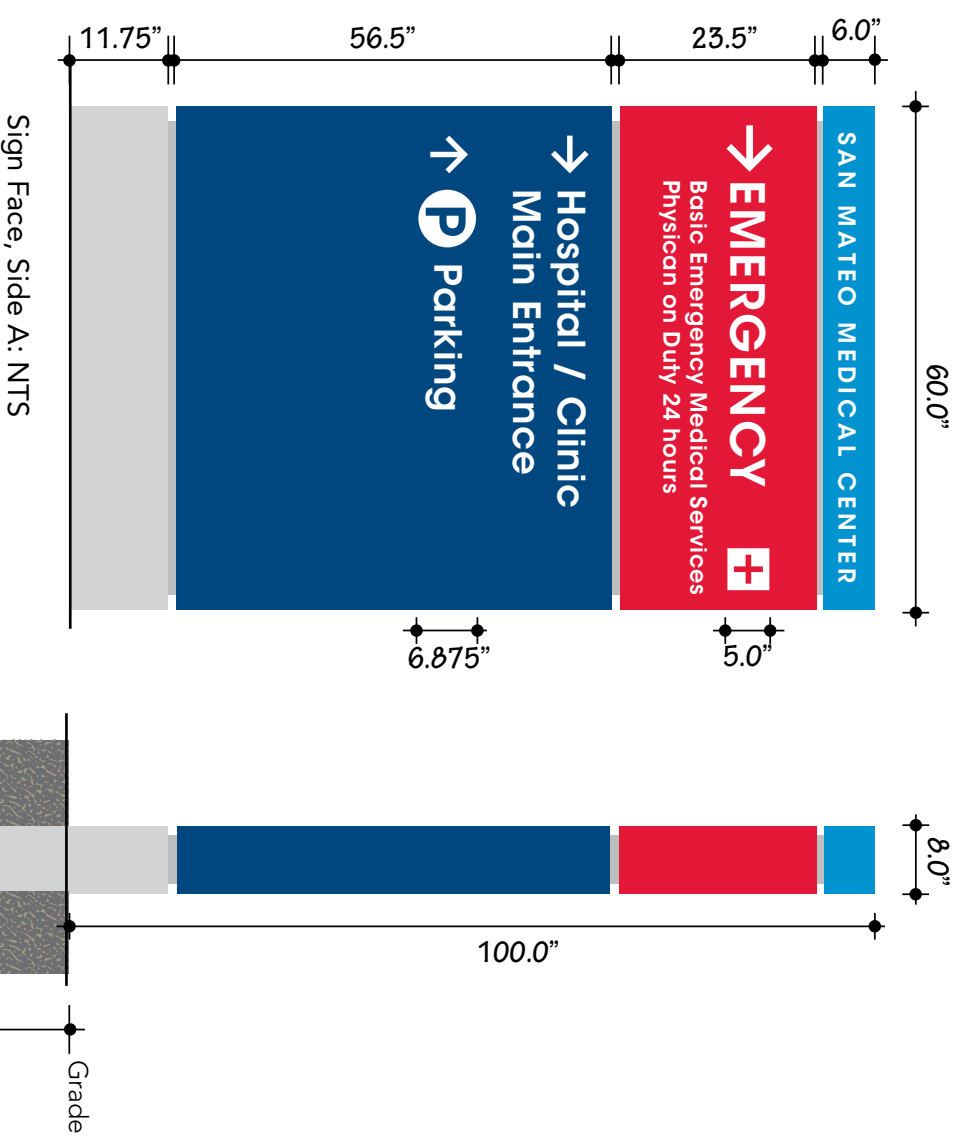
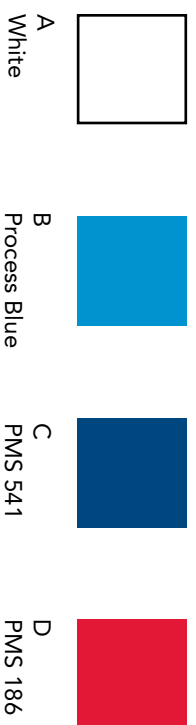


MS 2 A Secondary Vehicular

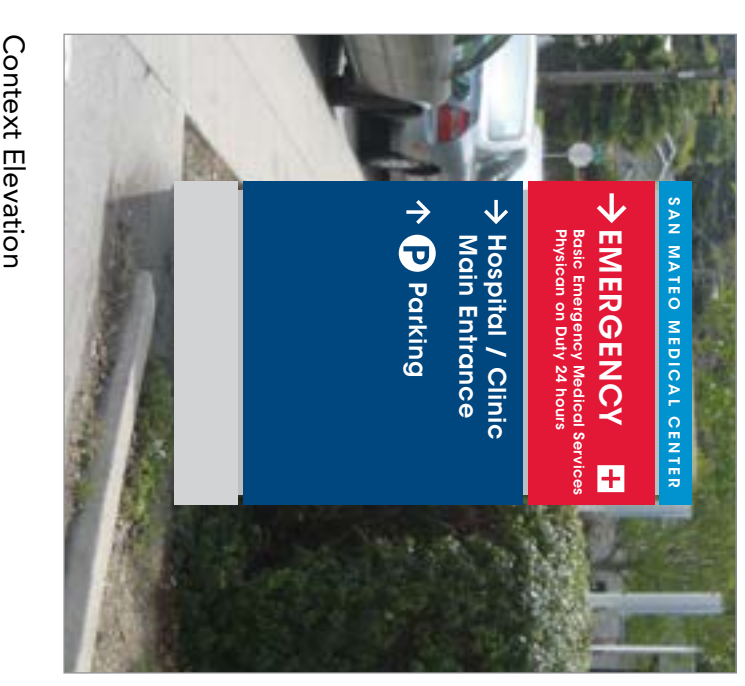
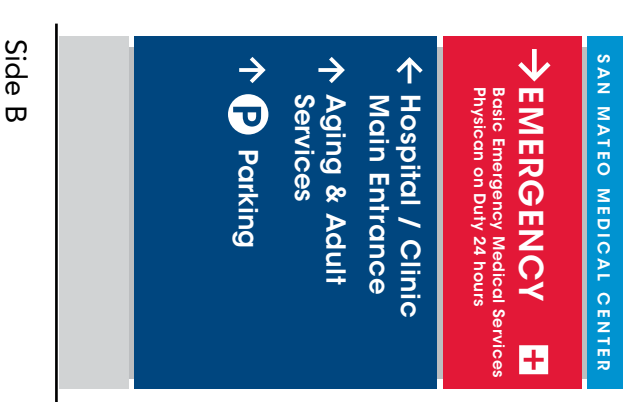
SPECIFICATIONS

SIGN TYPE	MS 2 A
SIGN SIZE	60" x 100" x 8"
MATERIAL	Aluminum
THICKNESS	1/4"
REVEAL	3/4"
TEXT	Routed letters with push through text
ILLUMINATED	Yes / Internally Use existing power supply
MOUNTING	Use existing footing
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT SIDE A	Line 1: 2.0" Line 2: 4.125" Line 3: 1.95" Line 4+: 3.3"

COLORS



Side View



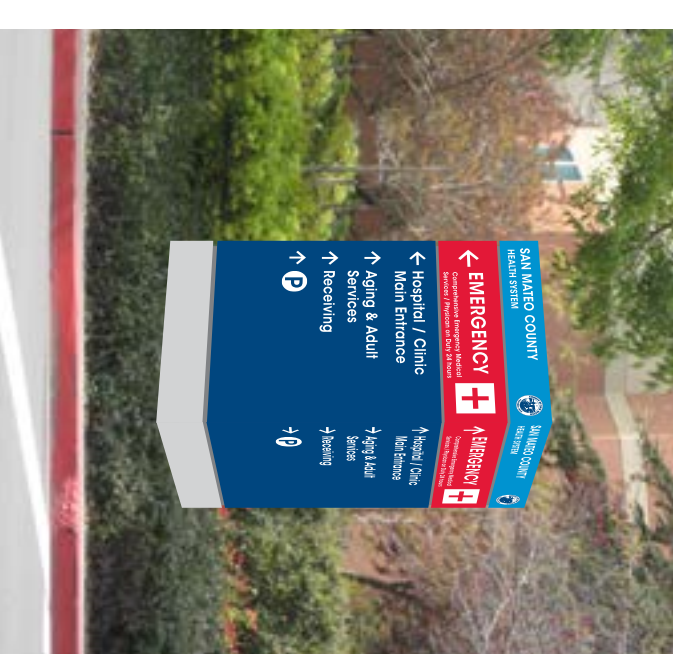
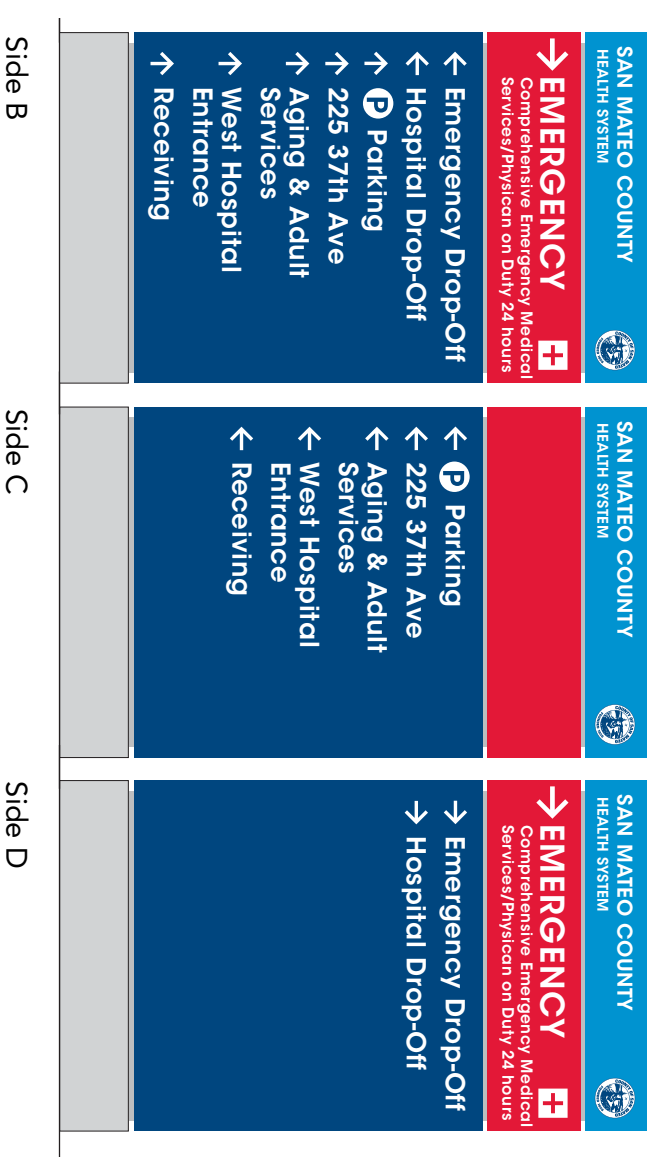
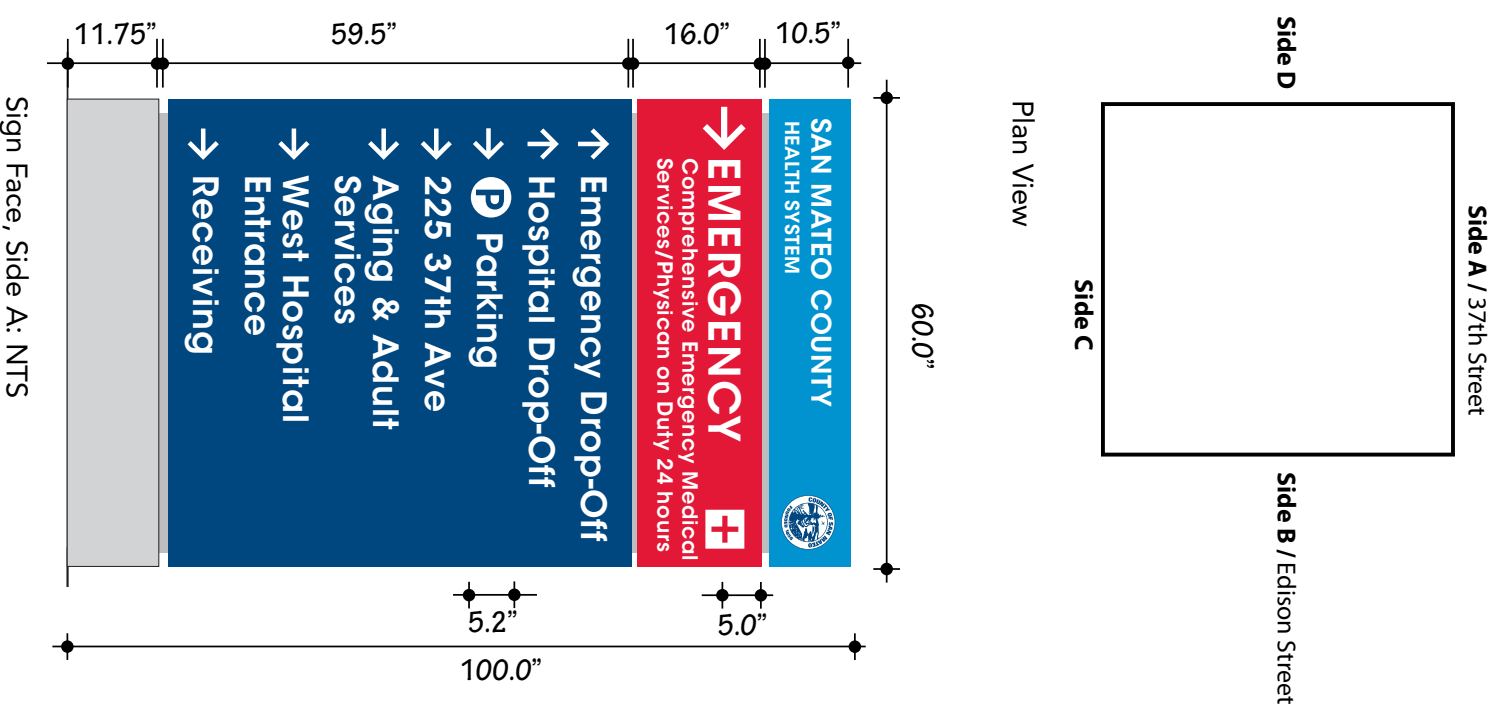
MS 1 Primary Vehicular Loc 115

SPECIFICATIONS

SIGN TYPE	MS 1
SIGN SIZE	60" x 100" x 60"
MATERIAL	Aluminum
THICKNESS	1/4"
ILLUMINATED	Yes Powered via solar panels on top of column
SOLAR PANEL SUPPLIER	Sales: Ted Hasenstaub PVI Solar Inc 430 Old Neighborhood Road Kingston, New York 12401 313.280.2100, Ext : 115 email: ted@pvisolar.com
PART NUMBER	SP65-78 CX-4B
MOUNTING	Use existing footing
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT	Line 1: 2.55" Line 2: 1.837" Line 3: 4.125" Line 4-5: 1.975" Line 6+: 3.294

COLORS

A	B	C	D
White	Process Blue	PMS 541	PMS 186



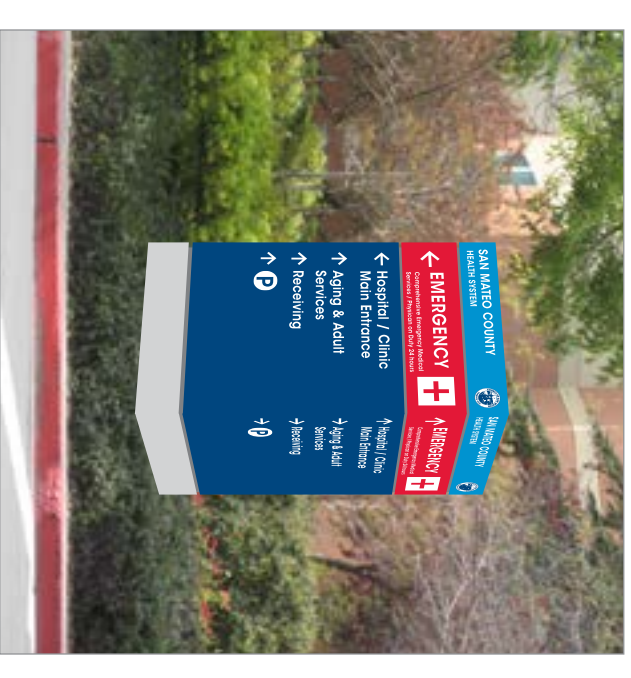
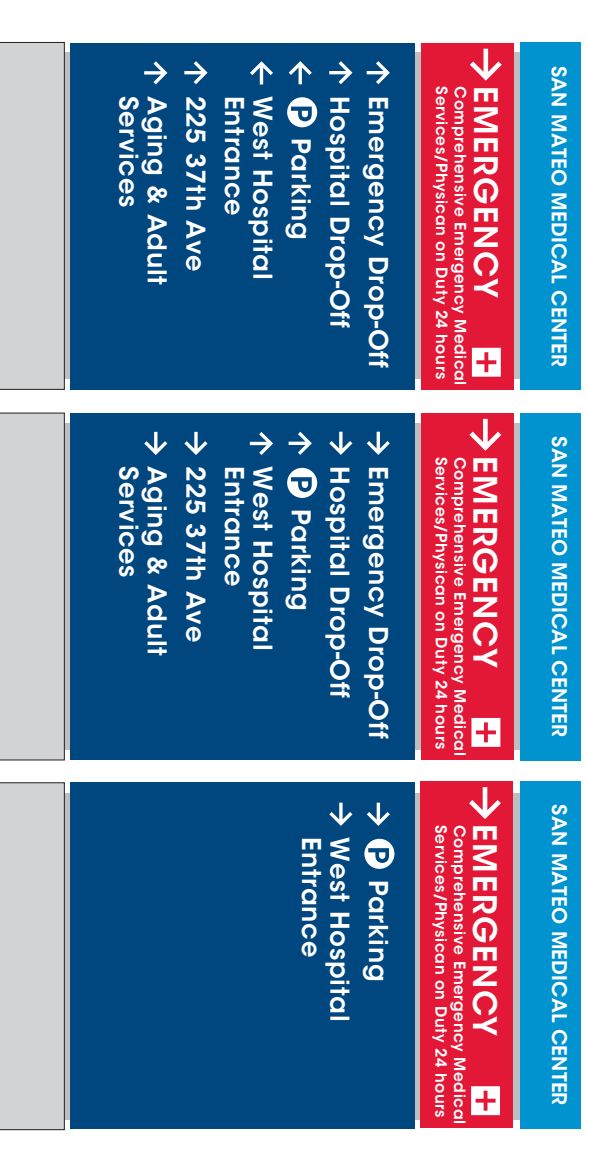
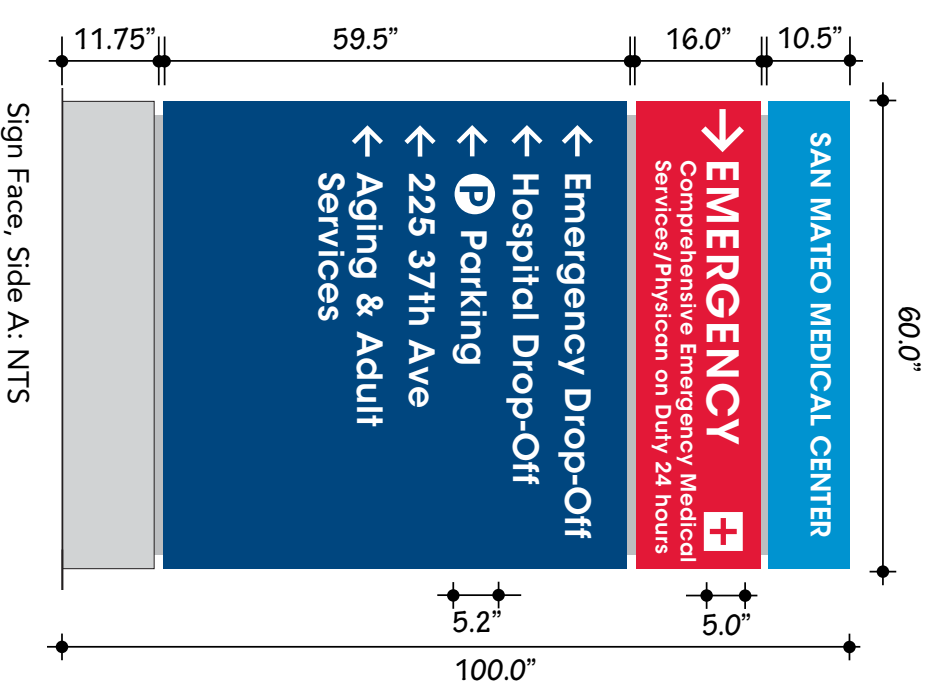
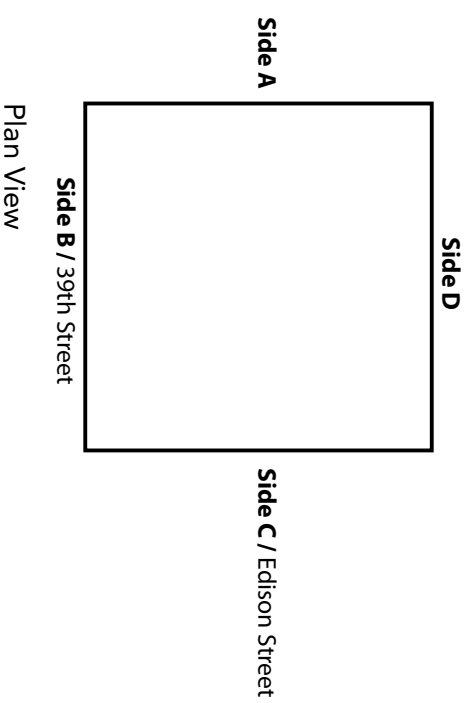
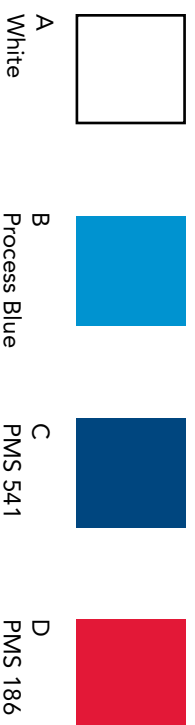
Context Elevation

MS 1 Primary Vehicular Loc 161

SPECIFICATIONS

SIGN TYPE	MS 1
SIGN SIZE	60" x 100" x 60"
MATERIAL	Aluminum
THICKNESS	1/4"
ILLUMINATED	Yes Powered via solar panels on top of column
SOLAR PANEL SUPPLIER	Name Contact Address Line 1 Address Line 2 Phone Fax Web Address / Email
PART NUMBER	XXXXXX
MOUNTING	Use existing footing
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT	Line 1: 2.55" Line 2: 4.125" Line 3-4: 1.975" Line 5+: 3.294

COLORS



Traffic Signage

SPECIFICATIONS

SUPPLIER	Hawkins Traffic Safety Supply 1255 Eastshore Highway Berkeley, CA 94710-1095 800-772-3995
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COMPLIANCE

All traffic, parking and ISA regulatory signage is to be mounted at 80.0" from grade when placed in a path of travel. Any regulatory signage mounted on a wall must be at 60.0" from grade.



Part No.: HR6-1



Part No.: HR 99 (CA)



Part No.: HR 99 B (CA)



Part No.: HR 99 A (CA)



80.0"

Grade

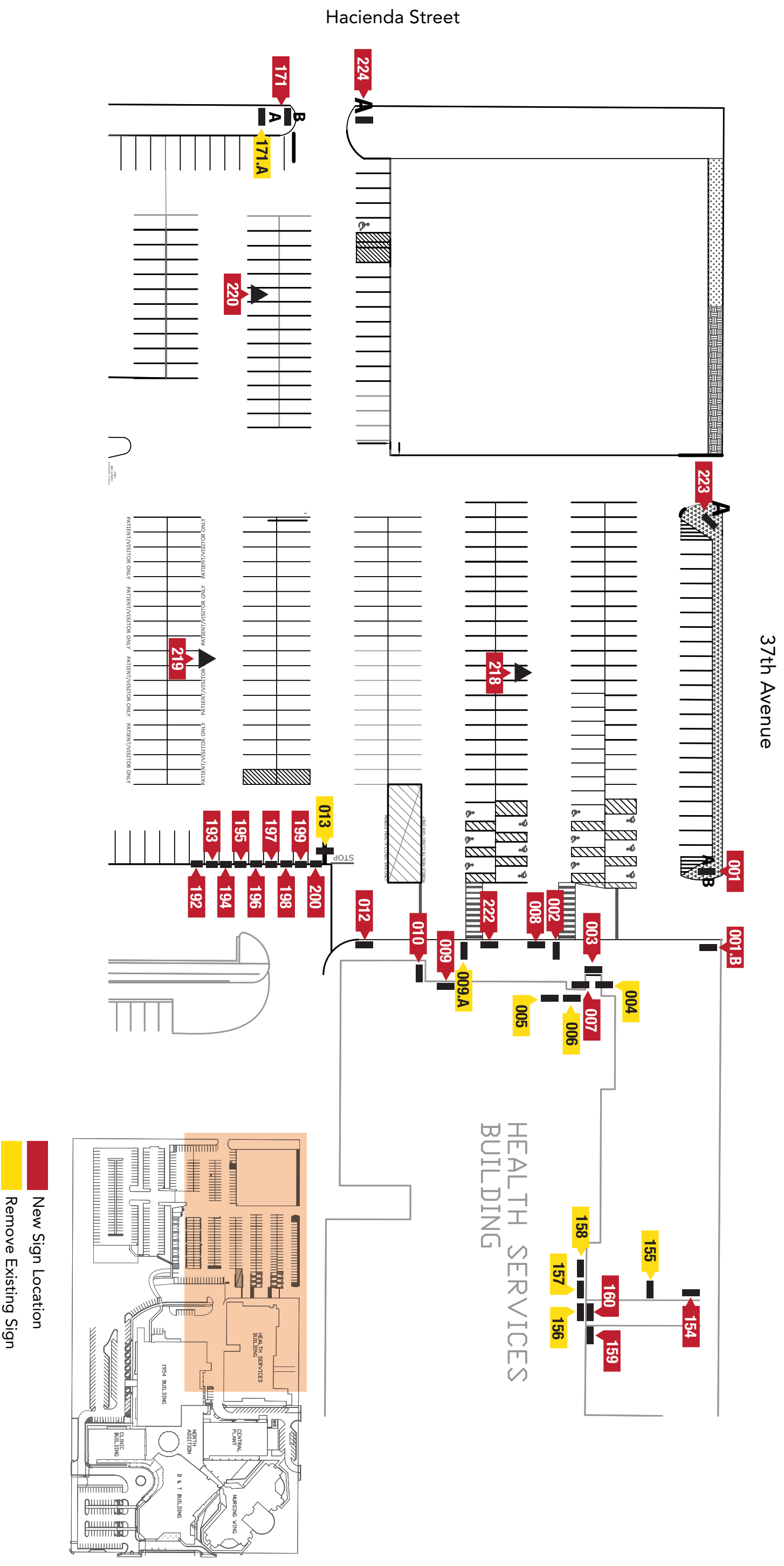
24.0"

Mounting Detail

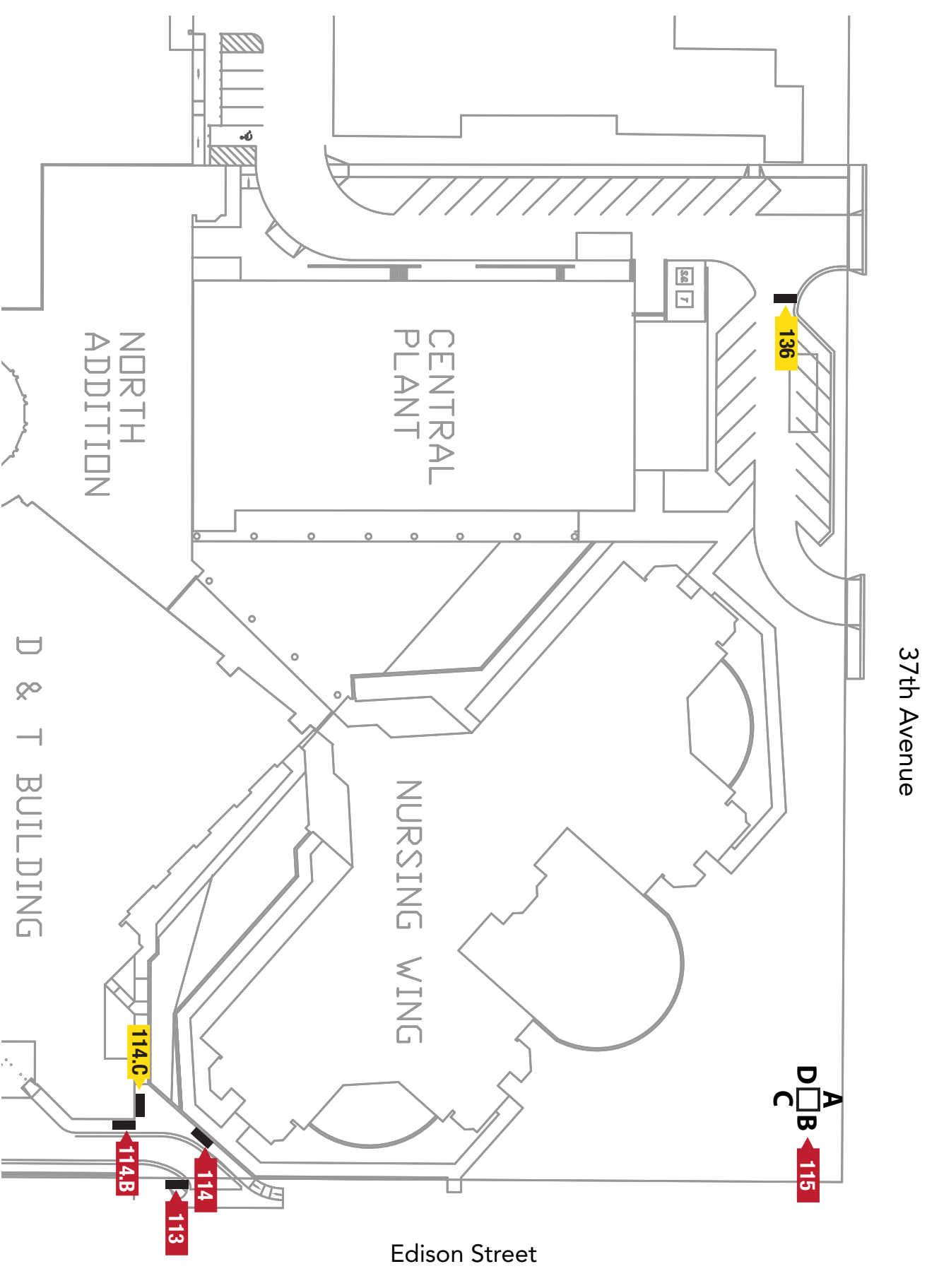
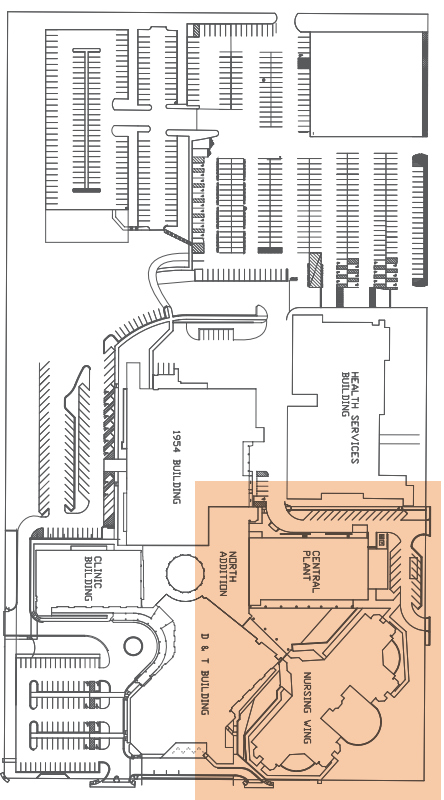
4

SIGN LOCATION PLANS

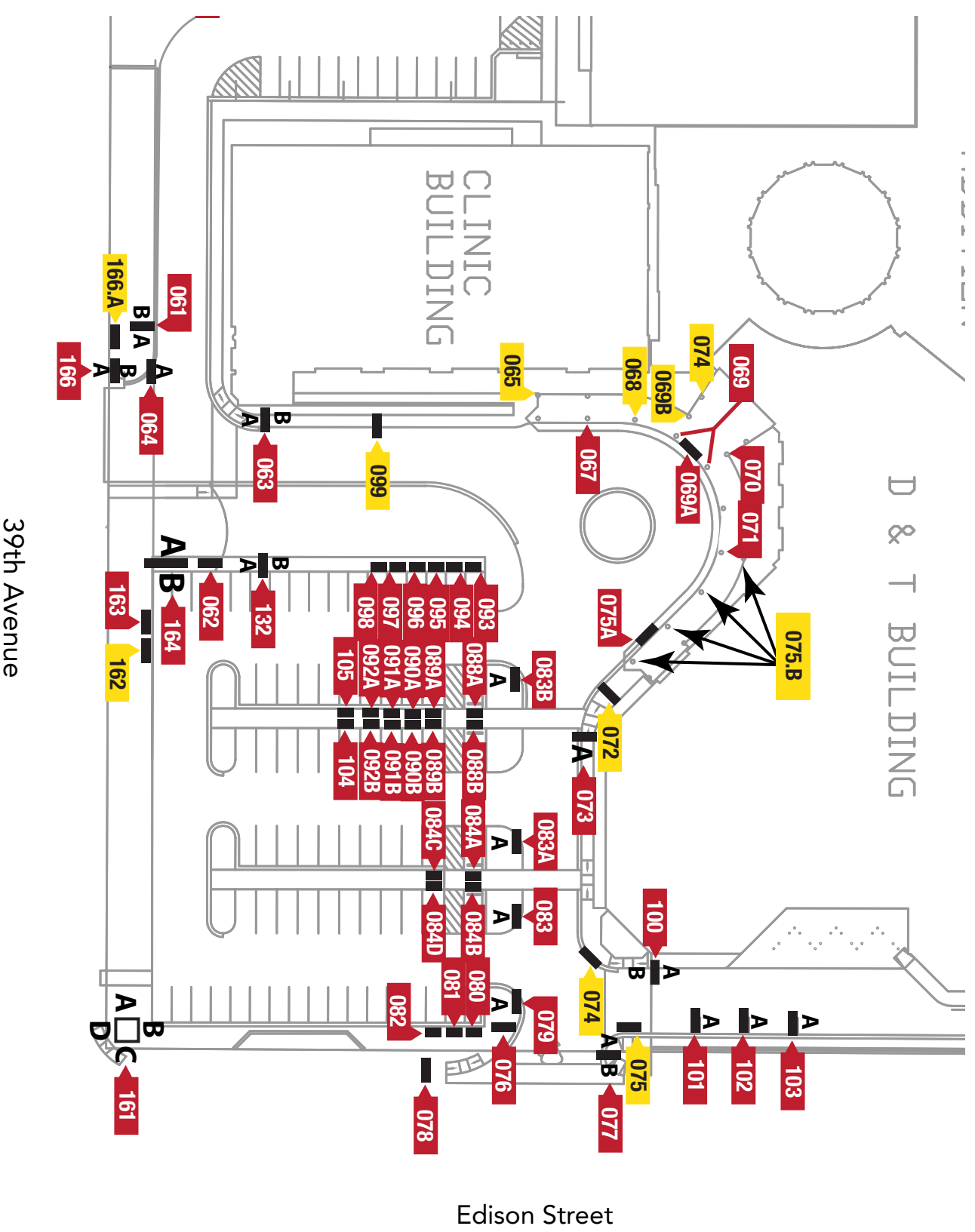
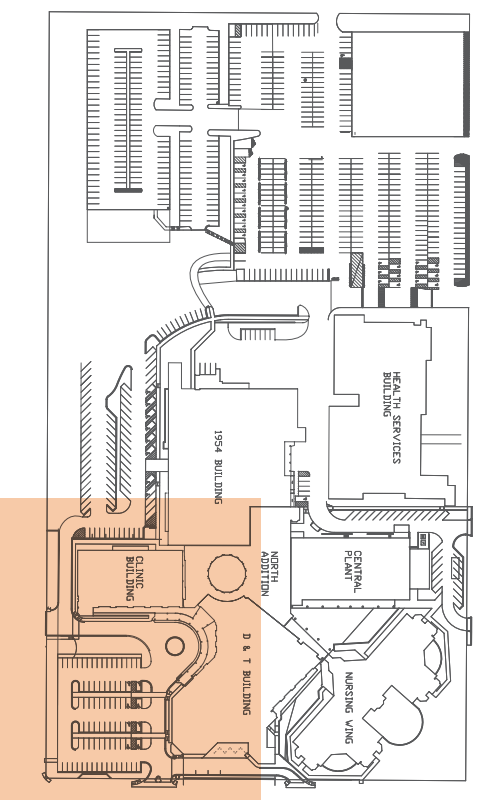
Sign Location Plans



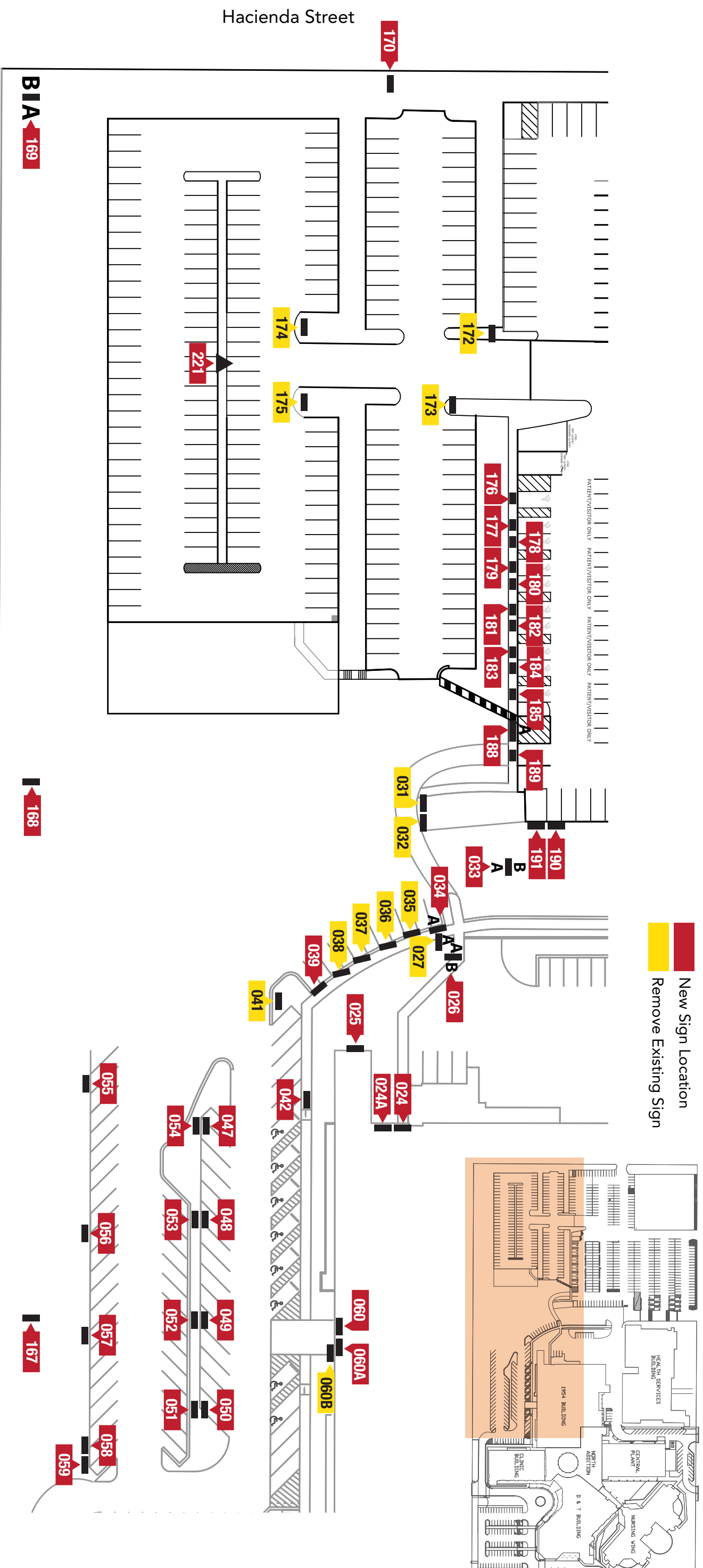
Sign Location Plans



Sign Location Plans



Sign Location Plans



5

MESSAGE SCHEDULE

Message Schedule

Type	Description	Quantity
BLR	Bollard	1
BS 1	Building Sign : Primary	1
BS 2	Building Sign : Secondary	2
CW 1	Column wrap : Large : 60" tall	2
CW 2	Column Wrap : Small : 18" tall	1
DL 1	Dimensional Letters	2
DN 1	Dimensional Numbers	1
MN 1	Main Monument	1
MS 1	Monument Sign : Primary Vehicular	2
MS 2 A	Monument Sign : Secondary Vehicular	1
MS 2 B	Monument Sign : Secondary Vehicular	2
P65	Proposition 65 Sign	4
PG	Parking Gateway Sign	1
PI 1	Parking Informational	3
PLP 1	Parking Lot Pole Large	3
PLP 2	Parking Lot Pole Small	1
PM 1	Monument Sign : Primary Pedestrian	1
P/PP24x24	Post and Panel : Small	3
P/PP24x36	Post and Panel : Medium	20
P/PP24x44	Post and Panel : Large	1
P/PP36x42	Post and Panel : Wide	1
PS 2	Parking Informational : Large	9
PS 3	Parking Informational : Small	32
HR 6 1	Hawkins and Hawkins : One Way	1
HR 5 1	Hawkins and Hawkins : Do Not Enter	1
HR 99 (CA)	Hawkins and Hawkins : ISA Parking	26
HR 99A (CA)	Hawkins and Hawkins : Van Accessible	20
HR 99B (CA)	Hawkins and Hawkins : Minimum Fine	26
VG	Vinyl Graphics	3
TOTAL		172
Posts	2" x 2" square painted posts : sets of 2	44
Poles	2" x 2" square painted poles	11
MS 1	Solar Bid Alternate	2

full message schedule to be provided to fabricator upon contract award

6

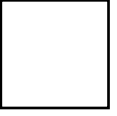



SOLAR PANELS

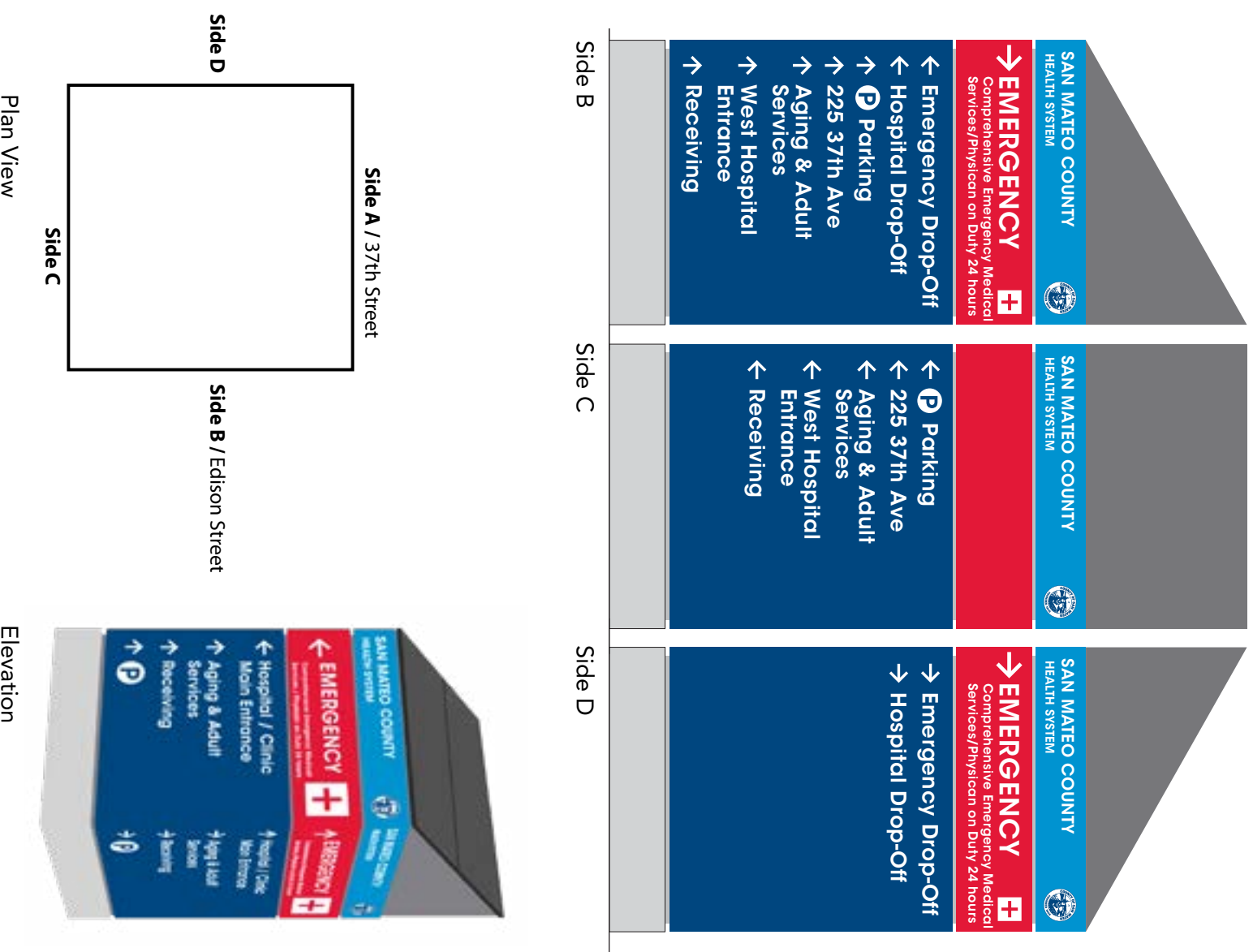
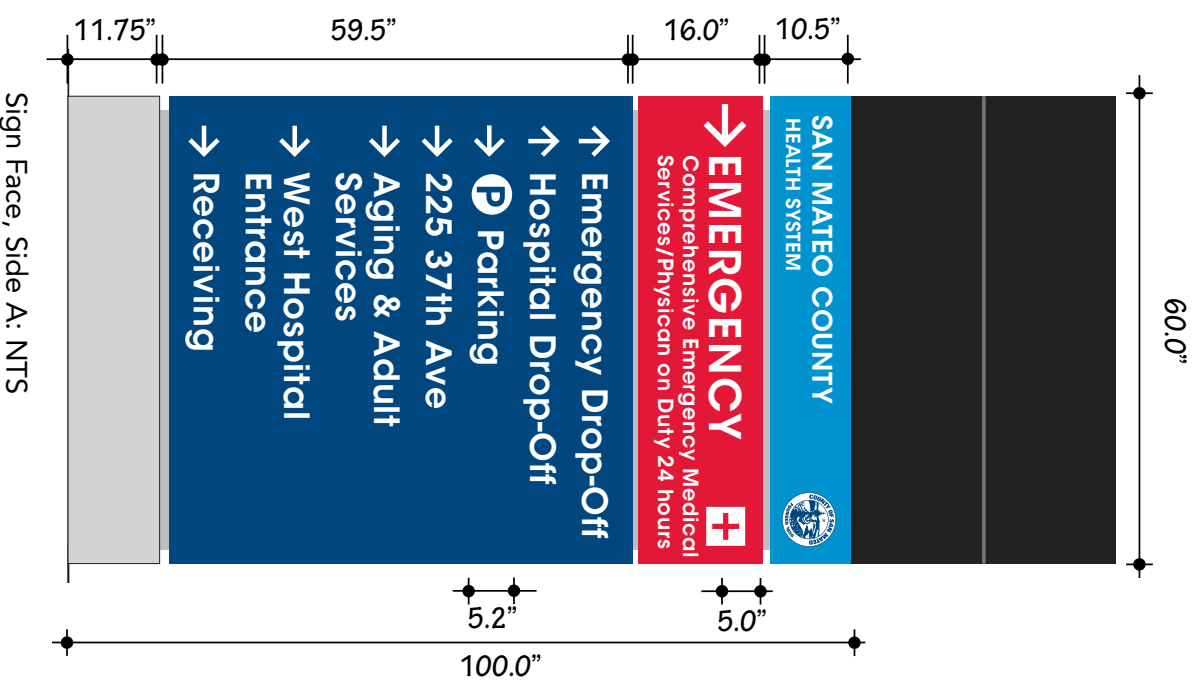
Solar Bid Alternate A : MS 1 Primary Vehicular Loc 115

SPECIFICATIONS

SIGN TYPE	MS 1
SIGN SIZE	60" x 100" x 60"
MATERIAL	Aluminum
THICKNESS	1/4"
ILLUMINATED	Yes Powered via solar panels on top of column
SOLAR PANEL SUPPLIER	Sales: Ted Hasenstaub PVI Solar Inc 430 Old Neighborhood Road Kingston, New York 12401 313.280.2100, Ext : 115 email: ted@pvisolar.com
PART NUMBER	SP65-78 CX-4B
MOUNTING	Use existing footing
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT	Line 1: 2.55" Line 2: 1.837" Line 3: 4.125" Line 4-5: 1.975" Line 6+: 3.294
SOLAR / PVI	See page 19 for complete specifications and details

COLORS

A	B	C	D
White	Process Blue	PMS 541	PMS 186
			

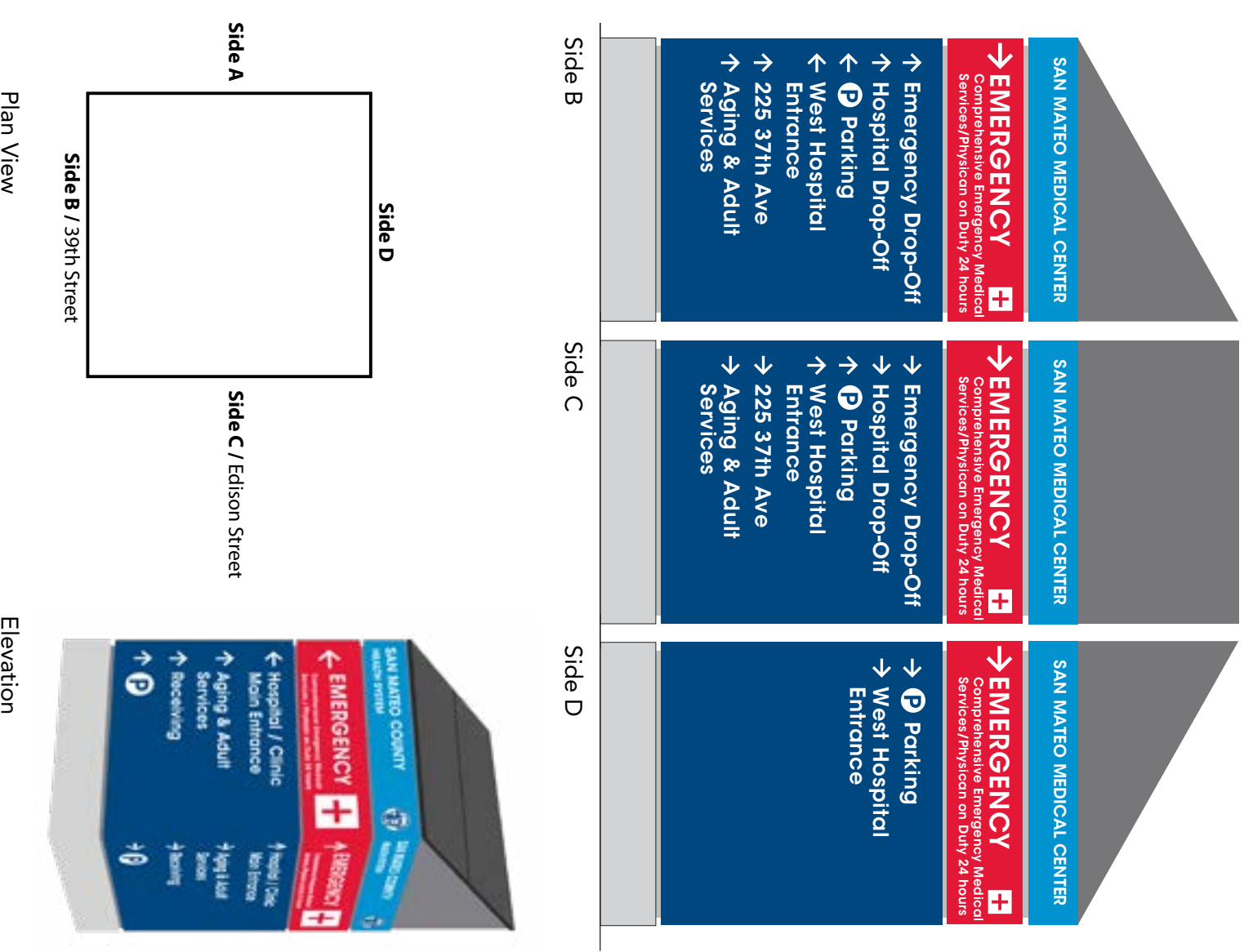
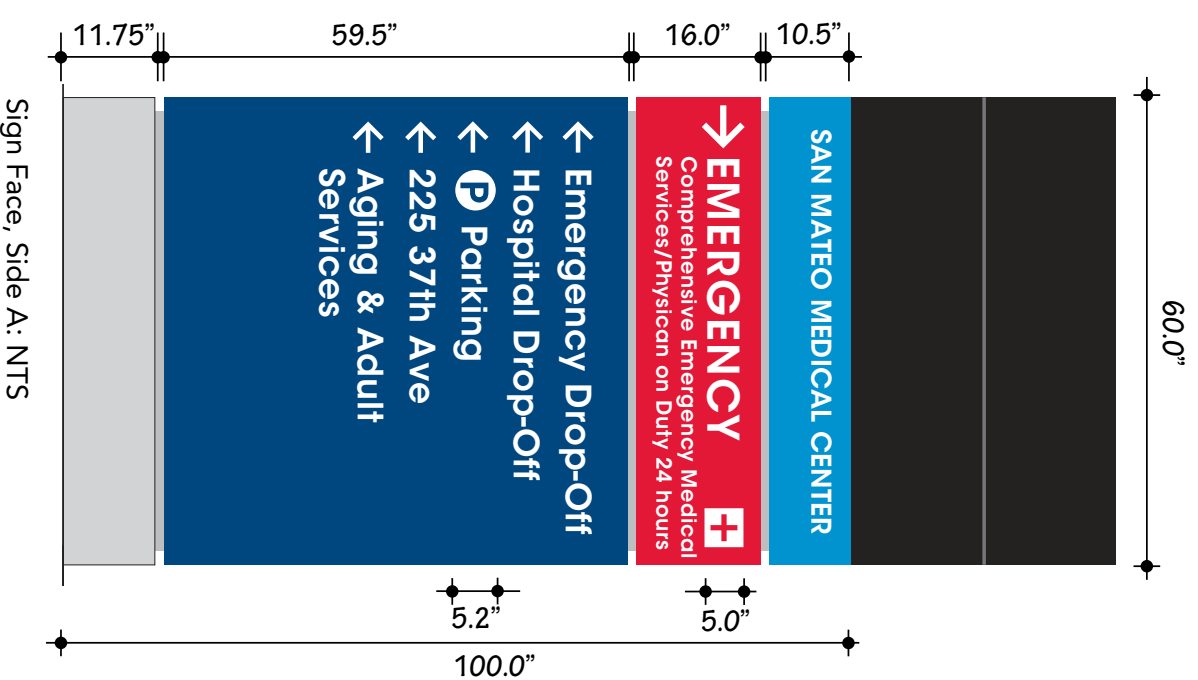
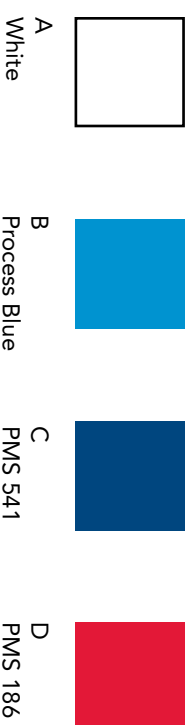


Solar Bid Alternate A : MS 1 Primary Vehicular Loc 161

SPECIFICATIONS

SIGN TYPE	MS 1
SIGN SIZE	60" x 100" x 60"
MATERIAL	Aluminum
THICKNESS	1/4"
ILLUMINATED	Yes Powered via solar panels on top of column
SOLAR PANEL SUPPLIER	Name Contact Address Line 1 Address Line 2 Phone Fax Web Address / Email
PART NUMBER	XXXXXX
MOUNTING	Use existing footing
TYPEFACES	ITC Avant Garde Gothic Demi
TEXT HEIGHT	Line 1: 2.55" Line 2: 4.125" Line 3-4: 1.975" Line 5+: 3.294"
SOLAR / PVI	See page 19 for complete specifications and details

COLORS



PVI Solar makes power management our number one priority.
Our solutions take electrically powered lights and signs off the grid by putting power first.

We Make Solar Your Solution

Our unique design and production technology uses solar power a reliable and cost-effective way to power signage. Our solar powered signs and illuminated signs use highly efficient polycrystalline, aluminum LED lights and specialized hardware to make the industry's most advanced solar power technology. Our goal is to make your energy or energy source of power by providing commercial environments with alternatives with the ability to use solar power for practical purposes.

PVI Solar's PowerLine™ technology uses advanced algorithms and variable system configurations to deliver maximum illumination and longevity. We are committed to making PowerLine™ the industry standard for public and private use by making the change to decrease dependencies on the electrical grid.

We PUT POWER FIRST™

PVI SOLAR — PowerLine™ Power Management System —
Solar Powered Lighting and Signage Systems **General Specifications Sheet**

PVI Solar's PowerLine™ Power Management Systems is a microprocessor-based control system developed specifically for illuminating solar signs and lighting. The system hardware and software are custom engineered for lighting applications ranging from small directional signs to large billboards and roadway lighting.

- Each lighting application is built from standard electronics hardware and software configurable modules that can be added as needed to handle the solar power requirements specifically needed for a project. The entire system is DC current based to optimize the energy conversion from solar panels to battery storage to LED light output, maximizing energy harvesting and usage. No energy is wasted using conventional DC-AC solar inverter technologies that are typically done for solar panel building installations.
- The key to PVI Solar's PowerLine™ Power Management Systems is our customizable microprocessor controller which serves as the master control for the system. The master controller is fully programmable for any solar sign or lighting application. The controller has on/off set point control for fixed time operation and/or seasonal dusk/dawn activation. For special projects requiring system solar powering during daytime conditions, the controller can also be programmed for 24/7 operation.
- For medium and larger size solar power projects, additional solar charger, electronics and switching cards can be added and slave controlled by PVI's master controller. The ease of hardware customization and software configurability enables PVI to provide an optimized control system strategy for each solar sign and lighting application.
- For sign and lighting project locations that have utility grid power available, an Integrated Solar Grid Assist (ISG™) module can be added to use the grid as a back-up. ISG™ technology is designed to use solar energy as its primary source of power. Energy from the grid is only added to the ISG™ system during periods of low solar energy. All solar energy collected is stored by the ISG™ system using batteries and none is sent back to the grid (no net metering).



PowerLine™ System Features

- Modular master/slave control architecture.
- Microprocessor-based master controller, customizable.
- LED driver configurable for constant voltage or constant current control.
- Logic can differentiate between daylight and environmental ambient light.
- Charge controller utilizes maximum power point tracking (MPPT).
- On/off set point control for fixed time operation, seasonal dusk/dawn activation or 24/7 operation.
- Look-ahead battery-load correlation routines for maximum off-grid survival operation.
- Fully programmable algorithmic load optimization utilizing Pulse-Width-Modulation (PWM).
- Temperature compensated battery charging at automated full/slow/trickle charge rates.
- Dual-balanced independent PV panel inputs. Motion sensor configurable.
- Multisource power inputs including both AC and DC supply.
- Battery 20% depth of battery discharge and over/under charging voltage cutoff.
- 24/7 operation -Real-time clock.
- Start-up self-test and status indication.
- Terminal connector wire termination.

PowerLine™ System Specifications

Electronics operating voltage range:	12-24 VDC
Battery charger voltage:	12 VDC
PV open circuit voltage:	(small systems) 25 Voc (med systems) 28 Voc (large systems) 57 Voc
PV peak power output:	(small systems) 5 - 65 Wp (med systems) 65-300 Wp (large systems) 300 + Wp
Dimensions:	(small systems) 4" wide x 8" high x 3" deep (med system) 9" wide x 12" high x 6" deep (large system) 14" wide x 14" high x 6" deep
Operating temperature:	-40 to +40 degC (-40 to 105 deg F)
Solar electrical standards:	NEC2011 / NFPA70
Warranty:	5 year limited

PVI SOLAR 432 Old Neighborhood Road, Kingston, NY 12401 | tel: 212.280.2100 fax: 845.336.4030 | www.pvisolar.com

Solar Powered Lighting and Signage Systems

Costing Proposal for San Mateo Solar Project: **Quote#:** 090612

Date: September 6, 2012

Customer: San Mateo Medical Center

Project Location: San Mateo, CA

Project Scope: Solar Kit for Arrow Sign Company

PVI Solar Salesman: Ted Hasenstaud

Phone: (212)-280-2100 ext. 115 **Email:** ted@pvisolar.com

Partner: Arrow Sign Company

Contact: Jeremy Blackburn

Email: jblackburn@arrowsigncompany.com

Website: www.arrowsigncompany.com

Phone: 510.533.7693 X33 - **Fax:** 510.533.0815

Address: 1051 46th Avenue Oakland, CA 94601

Solar Sign System Operation Protocol:

Dusk to Dawn (14 hrs. total winter night design)
 -Full Power Lighting: 10 hrs. (Winter: 5pm dusk – 1 am & 5am -7am dawn)
 -Half Power Lighting: 4 hrs. (Winter: 1am – 5am)
 -Remaining time: off

Solar sized for PV panel facing: SOUTHWEST – SOUTH - SOUTHEAST (10am-3pm full sun)
 This system includes a guaranteed sustainability protocol to operate perpetually, for a minimum of 8 days with only one day of sunshine, starting from a fully charged battery

Lighting cont.: 20 to white sign face (standard PVI lighting brightness)

Solar Kit Cost Breakdown Totals:

Kit Model # SP65.78-CX-4B INTEGRATED PV SOLAR PANEL TOP / BATTERY IN SIGN BASE

Qty= 2 system kit –100% Solar System

PVI Sign Partner Price each kit: **\$1,950.00 /ea.** Crate/Pack: **\$470.00 Lot**

F.O.B Kingston, NY - *Estimated Shipping Costs: TBD*

Total Project Cost / **\$24,370.00** – (*Before Any Federal Tax Incentives Indicated Below & Shipping Fees)

Estimated Federal Solar Tax Incentive Estimate: **TBD**

Estimated MACRS (5 yr. Accelerated Depreciation) Estimated: **\$7BD**

Estimated Payback Year: **TBD**

Delivery: 6-8 weeks upon receipt of order, required deposits & project approval signatures.
 Deposit Required 50% Down-Remainder 50% Balance upon Shipment of order
 *Option Doc # PVI-SHIP-01 (Customer to Arrange Shipping Carrier & Pickup)

PVI Solar Sign Kit - System Includes:

- (1X) PV Solar Panel (total combined size: 65" lg x 78" tall (39" x 2 panels) x 2" (thk) prewired for mounting on customer provided panel top
- (1X) PVI controller, auxiliary solar charger and electronics (mounted in sign base)
- (1X) PVI LED lighting system – for interior sign illumination, 4 sided sign face
- (8X) Batteries – large (mounted in sign base)
- (1X) Set of cabling (plug and play), Detailed installation manual


Customer/Sign Partner to provide:

Sign, faces, kit component installation
 Single side solar panel top, 35 deg mount angle, 65" deep (see PVI #SP-65.78-SIDE drawing for more information)
 Battery compartment inside sign base to house batteries and control system. For each battery, need a minimum space of 13" lg x 7" deep x 11" high. (Batteries can be mounted on side). For the control system, need a minimum space of 5" lg x 5" deep x 8" high. Batteries to be mounted off the ground. The batteries and control system supplied by PVI would mount in a location which is shielded from direct water spray and moisture buildup. The sign fabricator must provide an access panel to service the batteries and controller.
 Installation will require running low voltage cable (PVI supplied) between the controller mounted in the sign base and PV solar panel top.
 Painting of PV panels to match sign

PVI Solar Sign & Component Warranty: (See attached Doc # PVI-WARRANTY-01)

5 Year standard warranty, this includes our proprietary Powerline™ Solar Charge Controller & AGM Batteries: 25 years on the Photovoltaic (PV) Panel Arrays, 8yrs. warranty on LED's Lighting Modules. (based on estimated run-time & system specifications, the LED modules should have at least 10yr to 12yr life expectancy). PVI Solar LLC reserves the right to make design & engineering changes without prior notice.
 Quote valid for 90 days.

Page 1 of 1


PVI SOLAR 432 Old Neighborhood Road, Kingston, NY 12401 | HD 212.280.2100 | fax 845.336.4090 | www.pvisolar.com

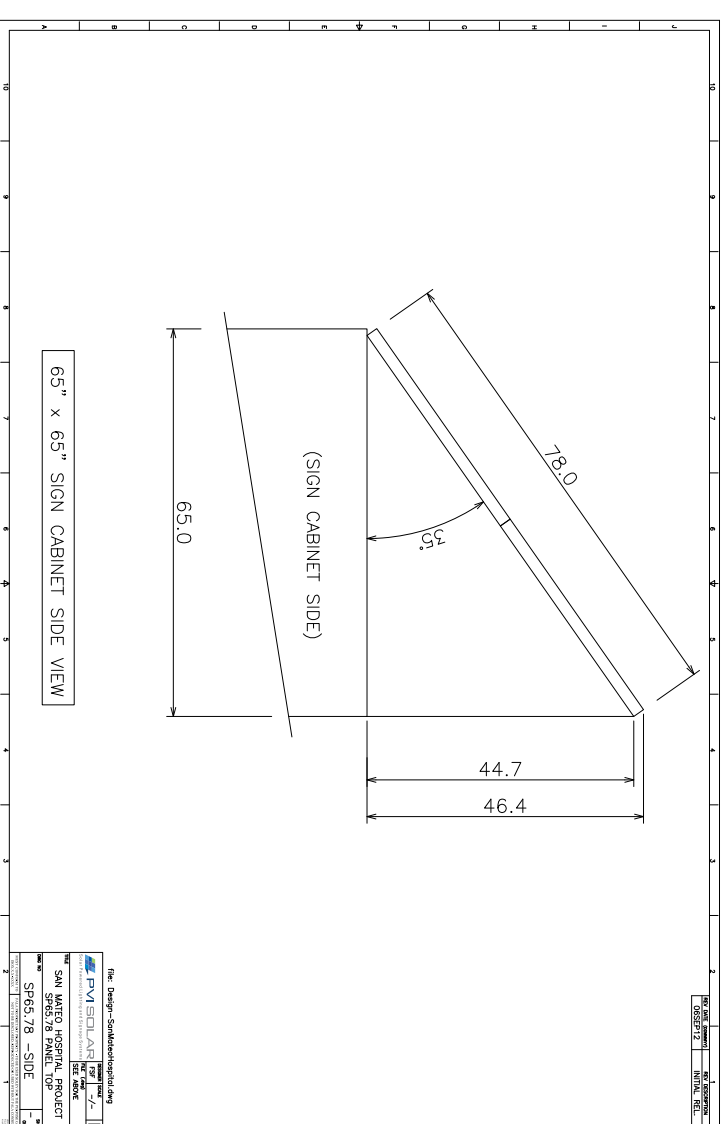


EXHIBIT E

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.

Hackley Architectural Signage, Inc.
Name of Person/Entity (the "Undersigned")

 Shalin Khosravi
Signature and Printed Name

2/11/2013
Date

ATTACHMENT I

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

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

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

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

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

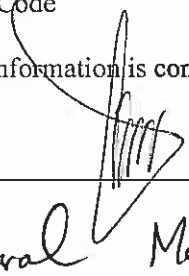
Shahin Khasravi
Name of 504 Person - Type or Print

Hackley Architectural Signage
Name of Contractor(s) - Type or Print

1999 Alpine Way
Street Address or P.O. Box

Hayward, CA 94545
City, State, Zip Code

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


Signature
General Manager
Title of Authorized Official
2/11/2013
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."



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: February 21, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Acceptance of a Grant from Sequoia Healthcare District

RECOMMENDATION:

Adopt a Resolution accepting a grant from Sequoia Healthcare District in the amount of \$2,000,000 for FY 2012-13 to assist with the cost of providing care to the uninsured / medically indigent residents of the Sequoia Healthcare District who seek care at San Mateo Medical Center's Fair Oaks Clinics.

BACKGROUND:

The population of the North Fair Oaks neighborhood continues to increase, along with the number of uninsured individuals who need medical care. During the past year, the Fair Oaks Adult and Children's Clinics provided over 34,200 outpatient visits to more than 12,000 individuals living in or near the neighborhood. Moreover, more than 38% of adult visits were for patients without insurance who are unable to pay for care and who are enrolled in San Mateo Medical Center's (SMMC) indigent care programs.

As the County's safety net public hospital, SMMC's a mission is to provide medical services to the uninsured throughout its system of care. Paying for the cost of delivering this care is a perpetual challenge, and this burden cannot be handled by the County alone. The Fair Oaks Clinics serve a patient population that resides primarily within the geographic boundaries of Sequoia Healthcare District (SHD). The SHD has long recognized the need for medical care of its uninsured residents by providing grants for this care each year since 2007-08. Since 2009-10, these grants have totaled \$2 million annually. In addition, in 2010 the SHD committed \$4.3 million toward the cost of building a new consolidated south county health center, replacing the Fair Oaks Adult Clinic, the Fair Oaks Children's Clinic, and the Willow Clinic. This new clinic will be open this fall.

DISCUSSION:

On May 2, 2012, SHD’s Board of Directors approved continuing the grant to SMMC in the amount of \$2,000,000 for FY 2012-13 to supplement the cost for care to the indigent and uninsured residents of SHD who seek care at the Fair Oaks Clinics.

In accepting the \$2,000,000 grant the County agrees to: 1) demonstrate, on an ongoing basis, that the population served by these funds resides primarily within the boundaries of SHD; and 2) demonstrate, on an ongoing basis, that the costs charged against this funding are neither subject to nor eligible for reimbursement through government or private insurance programs.

The acceptance of the grant is being sent to the Board late because the letter awarding the grant was sent by U.S. Mail on May 3, 2012, but was never received at SMMC until it was sent again on February 19, 2013.

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

Acceptance of this grant contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring basic health and safety for all and providing residents access to healthcare and preventive care. It is anticipated that 18% of SMMC’s patients living in the SHD will be funded by SHD.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percent of SMMC’s patients living in the SHD will be funded by SHD	18%	18%

FISCAL IMPACT:

The grant for fiscal year July 1, 2012 through June 30, 2013, is \$2,000,000. This amount is included in SMMC FY 2012-13 Adopted Budget.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by contributions such as this from Sequoia Healthcare District and the County’s General Fund contribution to SMMC.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION ACCEPTING A GRANT FROM SEQUOIA HEALTHCARE DISTRICT IN THE AMOUNT OF \$2,000,000 FOR FY 2012-13 TO SUPPLEMENT THE COST OF PROVIDING CARE TO THE UNINSURED/MEDICALLY INDIGENT RESIDENTS OF THE SEQUOIA HEALTHCARE DISTRICT WHO SEEK CARE AT SAN MATEO MEDICAL CENTER'S FAIR OAKS CLINICS

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

WHEREAS, the County of San Mateo's San Mateo Medical Center (SMMC) has a mission to provide medical services to the uninsured throughout its system of care; and

WHEREAS, SMMC's Fair Oaks Clinic and Fair Oaks Children's Clinic serve a patient population that resides primarily within the geographic boundaries of the Sequoia Healthcare District (SHD); and

WHEREAS, the Board of Directors of SHD agreed that SHD should provide grant funding for FY 2012-13 in the amount of \$2,000,000 to support the work of SMMC in providing healthcare to the indigent and uninsured residents of the SHD who seek care at the Fair Oaks Clinics for which the SMMC is otherwise not reimbursed; and

WHEREAS, this Board has examined and approved the FY 2012-13 grant award as to both form and content and desires to accept it.

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

Board of Supervisors hereby accepts the \$2,000,000 grant award from Sequoia Healthcare District on behalf of the County of San Mateo for FY 2012-13 and thanks the Sequoia Healthcare District for its continuing support of the most vulnerable members of the San Mateo County community.

* * * * *



**Sequoia
Healthcare
District**

525 Veterans Blvd.
Redwood City, CA 94063

650-421-2155 Phone
650-421-2159 Fax

www.sequoiahealthcaredistrict.com

February 14, 2013

Mr. Ron Keating
Materials Management
San Mateo Medical Center
222 West 39th Avenue
San Mateo, CA 94403

Dear Mr. Keating:

On May 2, 2012, Sequoia Healthcare District's Board of Directors approved continuing the grant to San Mateo Medical Center in the total amount of \$2 million for one year to supplement the cost for uninsured care at the Fair Oaks Clinic.

Accordingly, Sequoia Healthcare District will make grant payments to the Medical Center on a quarterly basis, not to exceed \$500,000 per quarter. The grant is for the fiscal year ending June 30, 2013. The Medical Center will invoice Sequoia Healthcare District, on a quarterly basis, to include reports indicating the volume of uninsured patients being served with District funding and an itemization, by line item, of the expenses of the Clinic, adjusted to demonstrate the amounts expended on uninsured patient care.

These funds are to be used solely to support the Medical Center for indigent and uninsured residents of Sequoia Healthcare District seeking care at the Fair Oaks Medical Clinic for outpatient primary medical care, ancillary services (laboratory, pharmacy, radiology) and specialty medical care.

Sincerely,

Lee Michelson
Chief Executive Officer

cc: Jonathan Mesinger



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: February 7, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:

Adoption of an Ordinance amending the Master Salary Ordinance, previously introduced on March 12, 2013 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
Health System



Date: February 13, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Jon Walton, CIO/Director, Information Services Department

Subject: Introduction to a Salary Ordinance

RECOMMENDATION:

Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety.

BACKGROUND:

Since about 2001 most of the information technology support for the various divisions of the Health System has been provided by staff members in the County's Information Services Department (ISD). Over the past decade health information technology has become central to the delivery of health care, and technology and health service will only grow more intertwined as the pace of electronic record implementation accelerates. Recognizing the very specialized nature of health information technology services and the centrality of these services to the success of the Health System, in 2012 the Health System and ISD agreed to move the responsibility for providing health information technology application support from ISD to Health System during FY 2012-13. In the FY 2012-13 Budget a position for Health Chief Information Officer was added; an excellent candidate has been recruited and will begin March 18.

DISCUSSION:

The Health System and ISD propose to transfer Health System-specific applications development and support staff members from ISD to the Health System. The change is being made to bring tighter alignment between the health programs and the Information Technology (IT) applications and staff that support those programs. Health System and ISD believe that health programs will be more successful if the program staff and IT staff who are supporting them are all members of the same department. Responsibility for core IT functions (desktop support, network, telephone services, service desk) will remain with ISD.

The action proposes to transfer 18 of the 21 health IT-supporting applications development and support positions from ISD to the Health System. Because of other initiatives being undertaken by the County, ISD will retain three positions previously assigned to Health IT. To replace those positions that ISD is keeping, three health IT staff are proposed to be added. In addition, Health System is deleting one vacant Medical Office Assistant and adding one position of Senior Accountant to provide accounting support for the new Health IT unit. The proposed actions are summarized below.

ACTION:

Delete:	Two (2) positions of D115, Project Manager	ISD
	Sixteen (16) position of V200S, System Engineer Series	ISD
	One (1) position of E416S Medical Office Assistant	Health System
Add:	Three (3) positions of D115, Project Manager	Health System
	Seventeen (17) positions of V200S, System Engineer Series	Health System
	One (1) position of E029, Administrative Assistant I	Health System
	One (1) position of E007, Senior Accountant	Health System

The transfer of the filled ISD staff positions will be done administratively effective March 17. The official change in the County budget and salary ordinance will occur at the end of this fiscal year to keep the accounting as simple as possible. Finally, the vacant transferred positions, the deletion of the vacant Medical Office Assistant and the addition of the Project Manager, Administrative Assistant, and Senior Accountant positions will occur immediately so that recruitments to fill these positions can start.

The proposed Salary Ordinance Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing organizational alignment between health programs and the IT application support staff that support those programs.

FISCAL IMPACT

Because the Health System already pays ISD for the cost of the employees who are providing health IT services, the net financial effect of these changes for the Health System will be minimal and are included in the Health System FY 2012-13 approved Budget. The positions remaining in ISD will be covered by providing services to all County departments and the costs will be recovered consistent with the ISD Budget plan.

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

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

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

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

ORGANIZATION 18000 INFORMATION SERVICES

1. Item V200S, Systems Engineer Series is decreased by 3 positions for a new total of 95 positions.
2. Item D115, Project Manager is decreased by 1 position for a new total of 6 positions.

ORGANIZATION 55000 HEALTH ADMINISTRATION

1. Item V200S, Systems Engineer Series is increased by 3 positions for a new total of 3 positions.
2. Item E007, Senior Accountant is increased by 1 position for a new total of 2 positions.
3. Item E029, Administrative Assistant I is increased by 1 position for a new total of 3 positions.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item D115, Project Manager is increased by 1 position for a new total of 1 position.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item V200S, Systems Engineer Series is increased by 1 position for a new total of 1 position.
2. Item D115, Project Manager is increased by 1 position for a new total of 1 position.
3. Item E416S Medical Office Assistant Series is decreased by 1 position for a new total of 15 positions.

SECTION 2. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 18000 INFORMATION SERVICES

1. Item V200S, Systems Engineer Series is decreased by 13 positions for a new total of 81 positions.
2. Item D115, Project Manager is decreased by 1 position for a new total of 5 positions.

ORGANIZATION 55000 HEALTH ADMINISTRATION

1. Item V200S, Systems Engineer Series is increased by 4 positions for a new total of 7 positions.
2. Item D115, Project Manager is increased by 1 position for a new total of 1 position.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item V200S, Systems Engineer Series is increased by 1 position for a new total of 1 position.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item V200S, Systems Engineer Series is increased by 8 positions for a new total of 9 positions.

SECTION 3. All the changes in Section 1 are effective at the start of the first pay period following adoption. All the changes in Section 2 upon adoption are effective June 23, 2012.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Housing



Date: March 8, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Duane Bay, Director
Subject: Agreement with MP The Farm

RECOMMENDATION:

Adopt a Resolution authorizing the Director of the Department of Housing to execute an agreement with MP The Farm to provide funding for the Woodlands-Newell Apartments acquisition-rehabilitation project for the term of March 26, 2013 through March 25, 2017, in an amount not to exceed \$2,653,755.

BACKGROUND:

Through two fiscal-year funding rounds, the County Board of Supervisors in May 2011 and May 2012 approved allocations totaling \$2,653,755 of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds to assist in the Woodlands-Newell Apartments acquisition-rehabilitation project in East Palo Alto. County funds will be used only for the rehabilitation component, including soft costs. Total project costs, including acquisition, are estimated at \$13.6 million. The project comprises 49 existing units distributed in two properties within a block of each other. The developer is MP The Farm, a nonprofit affiliate of MidPen Housing.

DISCUSSION:

CDBG funds of \$1,647,355 and HOME funds of \$1,006,400 will be used to upgrade housing, including making structure repairs, in the Woodlands-Newell scattered-site project located at 1761-1767 Woodlands Avenue and 44-48 Newell Road, consisting of 23 and 26 units respectively, for a total of 49 units ("Project"). Both developments are owned by different affiliates of MidPen Housing: Woodlands is owned by MP Woodlands Corporation and EPA Woodlands Associates; and Newell by MP Belle Haven Inc.

MidPen's strategy is to combine the two developments into a single tax credit project to raise the bulk of funds for the Project. Eligibility for tax credit financing of existing developments requires a new legal owner and a certain amount of rehabilitation.

Accordingly, MP The Farm will legally acquire the properties and undertake the rehabilitation. No County or tax-credit funds will be used for acquisition. The sale will be transacted with a combination of a Seller "take-back" note and a bank loan. For additional leverage, MP The Farm was certified in November 2012 as a Community Housing Development Organization (CHDO) under the HOME Program. This CHDO designation allows access to the County's build-up of CHDO reserves. As a HOME grantee, the County is required by HUD to set aside at least 15% of each year's HOME allocation for CHDO projects. The HOME investment in this project is taken entirely from the County's unused CHDO reserve.

HUD imposes timeliness of use criteria on local jurisdictions' CDBG and HOME funds. CHDO set-aside reserves can only be used by CHDOs, of which there are only a few in the County. Execution of the funding agreement is one of the HUD milestones for timeliness of use of funds. Toward this end, the subject funding agreement is written to facilitate release of funds incrementally based on sufficient safeguards in compliance with HUD and County prudent due diligence standards.

The Resolution and Agreement have been reviewed and approved by County Counsel, and Risk Management has reviewed and approved Contractor's insurance. Contractor has assured compliance with County's Contractor Employee Jury service ordinance as well as other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The requested Board action also gives authority to the Director of the Department of Housing or the Director's designee to execute contract amendments modifying the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modifying 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 a Livable Community in that rehabilitating 49 affordable units would help sustain the County's supply of long-term affordable housing.

PERFORMANCE MEASURE(S):

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Number of county-funding housing units developed and occupied	49	121

FISCAL IMPACT:

There is no Net County Cost. The project has been included in the Department of Housing's FY 2012-13 budget and will be funded with \$1,647,355 CDBG and \$1,006,400 HOME Program funds, totaling \$2,653,755.

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING TO EXECUTE AN AGREEMENT WITH MP THE FARM TO PROVIDE FUNDING FOR THE WOODLANDS-NEWELL APARTMENTS ACQUISITION-REHABILITATION PROJECT FOR THE TERM OF MARCH 26, 2013 THROUGH MARCH 25, 2017, IN AN AMOUNT NOT TO EXCEED \$2,653,755

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

WHEREAS, the County’s Housing and Community Development Committee, a citizens advisory body responsible for making funding recommendations under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs, approved a total of \$2,653,755 to assist MP The Farm for rehabilitation of the Woodlands-Newell Apartments (“Project”), in East Palo Alto; and

WHEREAS, MP The Farm, is an affiliate nonprofit of MidPen Housing, and on November 1, 2012 was certified by the County as a Community Housing Development Organization (CHDO) under the HOME Program in order to access the County’s CHDO set-aside; and

WHEREAS, on May 10, 2011 and May 8, 2012, the County Board of Supervisors respectively approved the FY 2011-12 and 2012-13 CDBG/HOME/ESG Action Plans, which included respective funding for \$53,755 CDBG and \$2.6 million CDBG/HOME for the Project; and

WHEREAS, Woodlands-Newell is a scattered site project, with its two properties located on non-contiguous sites within a block of each other in East Palo Alto, and each currently owned by different affiliates of MidPen Housing; and

WHEREAS, as a part of a refinancing strategy to raise new money to upgrade the housing, the properties will ultimately be transferred to a new legal owner affiliated with MidPen and which will have MP The Farm as a principal managing partner; and

WHEREAS, none of the tax credit proceeds nor County funds will be used for acquisition; and

WHEREAS, it is necessary and desirable that MP The Farm receive funding assistance in order to accomplish the Project, and a contract through which to convey such funding to MP The Farm for such purpose has been prepared and made available to the Board herewith;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Director of the Department of Housing or the Director's designee be and is hereby authorized and directed to execute said contract on behalf of the County of San Mateo; and to execute contract amendments modifying the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modifying the contract term and/or services so long as the modified term of services is/are within the current or revised fiscal provisions.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: February 28, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

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

RECOMMENDATION:

Adoption of an ordinance amending the salary ordinance to reflect the 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, previously introduced on March 12, 2013 and waiver of reading the ordinance in its entirety.

BACKGROUND:

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

DISCUSSION:

The salary ordinance changes herein represent the:

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

The specific 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
Planning and Building



Date: March 6, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors
From: Jim Eggemeyer, Community Development Director
Subject: Agreement with Analytical Environmental Services

RECOMMENDATION:

- A. Adopt a Resolution authorizing an Agreement with Analytical Environmental Services to prepare Draft and Final Environmental Impact Reports for the Ascension Heights Subdivision in an amount not to exceed \$113,075 for the term April 15, 2013 to April 15, 2014; and
- B. Approve an Appropriation Transfer Request in the amount of \$113,075 from unanticipated revenue to Contract Services.

BACKGROUND:

In 2003, the applicant, San Mateo Real Estate and Construction, applied to subdivide a collection of six parcels located in the unincorporated San Mateo Highlands area of San Mateo County. The proposed subdivision would have created 25 parcels capable of being developed with single-family residences. Given the nature of the project's scope, an Environmental Impact Report (EIR) was prepared in accordance with the California Environmental Quality Act (CEQA). In December 2009, the Planning Commission denied the proposal, and subsequently the EIR was not certified. The applicant appealed the decision to the Board of Supervisors to allow consideration of an alternative design. In June 2010, the Board of Supervisors remanded the project back to the Planning Commission to consider an alternative design to the project, subject to all processing requirements and necessary reviews.

DISCUSSION:

As now proposed, the revised project consists of 19 developable parcels. The current proposal would result in less grading for the necessary infrastructure. Given the change in scope of the project, it is necessary to re-circulate an EIR that is reflective of those changes.

In August 2012, the Planning and Building Department conducted a Request for Proposals to solicit interested firms to perform the aforementioned environmental review and produce an EIR to circulate. Of five firms interviewed, Analytical Environmental Services was selected for its skills and expertise necessary to complete the task.

The Resolution would also allow the Community Development Director or designee to execute contract amendments to modify the maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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

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

This Agreement contributes to the Shared Vision 2025 outcome of a Livable Community by providing sufficient information about the project and potential environmental impacts upon which to make an informed decision regarding this land use request.

PERFORMANCE MEASURE:

Measure	FY 2012-13 Estimated	FY 2013-14 Projected
Percent of tasks completed to produce a Final EIR	20%	80%

FISCAL IMPACT:

The term of the Agreement is from April 1, 2013 through April 1, 2014. The total obligation under this Agreement is \$113,075 and is funded entirely by the applicant, San Mateo Real Estate and Construction. There is no Net County Cost impact.

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Preparation of a Revised Environmental Impact Report for the "Ascension Heights Subdivision" project.
2.	List key evaluation criteria	Compare firm experiences, quality of firm and key staff, quality of experience of lead personal, understanding project requirements, project management, and schedules/timing.
3.	Where advertised	Posted on the Planning and Building website.
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	Direct mail to twelve (12) environmental consultant firms in the Bay Area and California.
5.	Total number of RFPs sent to prospective proposers	Twelve (12).
6.	Number of proposals received	Six (6) firms submitted proposals.
7.	Who evaluated the proposals	Three (3) representatives from Planning and Building Department.
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<p>Analytical Environmental Services Sacramento, CA</p> <p>CAJA Environmental Services, LLC Los Angeles, CA</p> <p>ESA San Francisco, CA</p> <p>Impact Sciences Oakland, CA</p> <p>Michael Brandman Associates San Ramon, CA</p> <p>Panorama Environmental, Inc. San Francisco, CA</p>

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH ANALYTICAL ENVIRONMENTAL SERVICES TO PREPARE DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORTS FOR THE ASCENSION HEIGHTS SUBDIVISION FOR THE TERM APRIL 15, 2013 TO APRIL 15, 2014, IN AN AMOUNT NOT TO EXCEED \$113,075

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

WHEREAS, the County and Analytical Environmental Services wish to enter into an Agreement, reference to which is hereby made for further particulars, whereby Analytical Environmental Services for the period of April 15, 2013 through April 15, 2014 will prepare Draft and Final Environmental Impact Reports for a maximum fiscal obligation of \$113,075; and

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

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

BE IT FURTHER RESOLVED, that the Community Development Director 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.

* * * * *

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.
ATR13 020

DEPARTMENT
PLANNING AND BUILDING

DATE
03/06/2013

1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
FROM	38430	2652	113,075.00	Project Cost Reimbursement – Unanticipated Revenue
TO	38430	5858	113,075.00	Other Professional Contract Services

Justification (Attach Memo if Necessary)
To fund contract with Analytical Environmental Services to prepare draft Environmental Impact Report for Ascension Heights Subdivision. There is no net county cost involved.

DEPARTMENT HEAD *Jim Eggen* DATE *3/7/13*

2. Board Action Required Four-Fifths Vote Required Board Action Not Required
Remarks:
JE *3/13/13*

COUNTY CONTROLLER *TR 3/7/13* DATE

3. Approve as Requested Approve as Revised Disapproved
Remarks:
[Signature]

COUNTY MANAGER DATE *3/18/13*

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

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

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

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

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ANALYTICAL ENVIRONMENTAL SERVICES**

THIS AGREEMENT, entered into this ___ day of _____ 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Analytical Environmental 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, it is necessary and desirable that Contractor be retained for the purpose of preparing an Environmental Impact Report for the proposed Ascensions Heights subdivision project (County File number PLN2002-00517) to be re-circulated.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Scope of Work

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred Thirteen Thousand Seventy-Five Dollars, \$113,075.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 15, 2013 through April 15, 2014.

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

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

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

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

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
Director of Community Development
Planning & Building Department
455 County Center, Mail Drop PLN122
Redwood City, CA 94063

In the case of Contractor, to:
Analytical Environmental Services
1801 7th Street, Ste 100
Sacramento, CA 95811

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

Analytical Environmental Services (AES)



Contractor's Signature

Date: 12-11-12

Exhibit "A"

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

Contractor shall complete the preparation of an Environmental Impact Report for the proposed Ascensions Heights project (County File number PLN2002-00517) to be re-circulated. A complete Scope of Work is included in Exhibit C.

Exhibit "B"

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

EXHIBIT B - SCHEDULE OF CHARGES

AES schedule of hourly wage rates for the listing the labor categories, associated wage rates, and reimbursable expenses have been provided below.

Employee Category	Hourly Billing Rate
Principal	\$245
Project Manager	\$140
Analyst III	\$120
Analyst II	\$110
Analyst I	\$105
Cultural Resources Specialist	\$120
Archaeologist III	\$110
Archaeologist II	\$105
Archaeologist I	\$100
Biologist III	\$120
Biologist II	\$110
Biologist I	\$105
Sr. Graphic Designer	\$105
Graphic Designer II	\$100
Graphic Designer I	\$95
Office Administrator	\$100
Administrative Assistant III	\$90
Administrative Assistant II	\$85
Administrative Assistant I	\$80

Direct Costs	
Postage/Overnight Mail	Actual cost + 15%
Courier Charges	Actual cost + 15%
Mileage	Federal Rate - currently \$0.55 per mile + 15%
Other Direct Costs	Actual cost + 15%
In-house Copying Charges:	
Black & White	\$0.10 per page + 15%
Color	\$1 per page + 15%
CD duplication w/label & case	\$2.50 each + 15%

EXHIBIT C - SCOPE OF WORK

Project Understanding

The **Ascension Heights Subdivision Project (Proposed Project)** entails a request by the project proponent for the County of San Mateo to approve subdivision of six parcels on 21.13 acres into 21 lots for development of 19 single-family residences with the remaining 2 lots (approximately 7.81-acres) maintained as a conservation area. The project site is located adjacent to Ascension Drive and Bel Aire Road in unincorporated San Mateo County, approximately 0.87 miles north east of Highway 280 and 0.51 miles west of highway 92. Potable water would be provided by connection to the Mid-Peninsula Water District and wastewater collection would be provided by the Crystal Springs Sanitation District with treatment at the City of San Mateo Wastewater Treatment Plant. Development of the 19 subdivided lot into single-family residences would require 40,920 cubic yards of grading, of which 28,270 cubic yards would require exportation from the site. Accordingly, the project applicant also requires a grading permit from the County. Based on the size of the development, a Water Supply Assessment is not required for the Proposed Project. One significant consideration is the Cease and Desist Order (CDO) issued by the San Francisco Bay Regional Water Quality Control Board to the City of San Mateo, town of Hillsborough, and Crystal Springs County Sanitation District. The CDO was issued as a result of high infiltration rates of non wastewater during wet weather into the wastewater conveyance system resulting in associated decreases in sewage conveyance capacity which lead to unregulated releases of wastewater to surface waters. This issue will be addressed in the Draft EIR.

The Proposed Project is a re-design of a previous project that was denied by the San Mateo County Planning Commission in 2009. A Draft Environmental Impact Report (Draft EIR) and Final Environmental Impact Report (Final EIR) were prepared for the previously proposed project. The scope of services will utilize, to the extent feasible, existing information from the previous environmental process to provide a Revised EIR that meets the current CEQA guidelines as well as current legal precedent for the analysis of environmental impacts developed through CEQA case law.

Scope of Services

Program Description

The overall objective and focus of the work plan outlined below is the efficient preparation of a Revised EIR that meets the legal requirements of a complete, adequate, and objective statement of the Proposed Project's environmental consequences while incorporating background information and analysis prepared during the previous EIR process to the extent feasible and reasonable in a cost effective manner. The resulting Revised EIR document will provide a concise, integrated source of information for the public, county decision makers, and other permitting agencies including the California Department of Fish and Game, U.S. Army Corps of Engineers, and the Regional Water Quality Control Board.

County Direction

AES works as an extension of County staff. Our Project Manager would take direction from the assigned County Project Manager. In this role, AES will pro-actively assist with meeting the stated project objectives by maintaining an up-to-date schedule that indicates deliverable due dates and responsible parties. AES has enjoyed similar working relationships with a variety of federal, state, and municipal agencies.

Proposed Course of Action

Task 1: Kick-Off Meeting, Project Initiation and Information Review. AES will meet with the County to establish lines of communication, determine the nature and format of the document to be prepared, and obtain relevant documentation and project details. Following this meeting, AES will review all project documentation and related planning materials, including the additional information for the previous EIR that may not have been provided during development of this Scope of Work, and available planning documents including General Plan materials, utility master plans, the County's subdivision regulations, tree regulations, and the Countywide Transportation Plan. Following this review, AES will develop a final project schedule and work plan that meets the needs of the County.

Deliverables: AES will prepare a final work plan and schedule to be distributed to the project team via email within five (5) days of the project initiation meeting.

Task 2: Initial Study, NOP and Scoping. Following the project initiation meeting, AES will prepare a draft Initial Study (IS) that includes a checklist consistent with Appendix G of the CEQA Guidelines and County guidance. The IS will be used to screen nonsignificant environmental issues from further consideration within the EIR. Following completion of the IS, AES will prepare a Notice of Preparation (NOP). Flexibility will be built into the NOP in anticipation of minor adjustments to project layout and design. This Scope of Work assumes that the County will coordinate circulation of the IS/NOP to the public. AES's Sacramento Office is located mere blocks from the State Clearinghouse and can readily deliver the IS/NOP in a cost effective manner. AES will attend and provide environmental expertise at one public town hall/scoping meeting during the 30-day public review period starting with release of the NOP. It is assumed that the County will be responsible for reserving an appropriate venue for the meeting. AES shall prepare up to 4 poster board exhibits for the public town hall/scoping meeting.

Deliverables: AES will provide the County with an electronic version of the IS. AES will revise the IS based on a comprehensive set of comments received on the electronic version from the County. The IS will be included as an appendix to the Administrative Draft EIR. AES will provide an electronic copy of the draft NOP to the County for review. AES will revise the NOP based on a comprehensive set of comments received on the electronic version from the County. AES will provide electronic copies of the proposed poster board exhibits prior to the public town hall/scoping meeting for approval.

Task 3: Administrative Draft Revised EIR Preparation. AES will conduct field studies and analysis as necessary to prepare an Administrative Draft EIR (ADEIR) in accordance with the State CEQA Guidelines, and relevant case law. AES will review the results of the IS and scoping comments submitted during the NOP comment period to focus the EIR analysis on those issues that are identified as potentially significant. AES will prepare a summary list of relevant issues to be addressed within the project analysis and consult with the County regarding any revisions to the scope of EIR services, if necessary. Given the nature of the Proposed Project, AES anticipates the EIR will be rather comprehensive, with sections analyzing the direct, indirect, and cumulative effects associated with each of the following issue areas:

- Aesthetics
- Agricultural Resources
- Air Quality and Greenhouse Gases
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Transportation and Traffic

As Lead Agency, the County will make the final determination regarding the content of the EIR. Upon award of the contract, AES and the County would consider each issue area and draft a more detailed work plan that clearly outlines the expectations of the County and the obligations of AES.

Deliverables: AES will provide the County with a total of three (3) bound hardcopies and one (1) CD copy in color PDF format of the ADEIR.

ADEIR Contents

Executive Summary. This section will provide an overview of the Draft EIR (DEIR) and include a summary table of all identified environmental effects, mitigation, and the significance level of impacts before and after mitigation.

Introduction. This section will explain the applicability of CEQA to the Proposed Project, describes the CEQA public review process, summarizes significant issues raised during the scoping process, and outlines the organization of the EIR.

Project Description. This section will present the background of the Proposed Project and identify the County's objectives in pursuing the project. AES will incorporate detailed project information and exhibits provided by the Applicant and County to describe each component of the Proposed Project in sufficient detail to enable identification of the largest envelope of potential environmental impacts. All anticipated approvals, permits, and other actions that will rely on the EIR will be identified.

Environmental Setting and Analysis. Considered the heart of the EIR, this section will provide a separate subsection for each environmental issue area in which a potentially significant impact was identified during the IS and scoping process. Each issue area subsection will discuss the existing setting, regulatory framework, analysis methods and thresholds, anticipated project-related impacts, and recommended mitigation measures to reduce or avoid adverse effects.

Cumulative Impacts. AES will assess the cumulative impacts of the Proposed Project in connection with other reasonably foreseeable projects and build-out of the County's General Plan. If available, the cumulative analysis will also consider growth projections anticipated in the County's on-going General Plan Update. AES will work with the County and relevant agencies to develop a list of relevant projects and define the geographical scope of the cumulative analysis. Cumulative analysis will cover each issue area addressed under the Environmental Setting and Analysis section of the EIR. Anticipated project-related cumulative impacts will be identified and mitigation measures will be recommended to reduce or avoid adverse effects.

Project Alternatives. In accordance with CEQA Guidelines Section 15126.6, AES will work with the County and Applicant to develop up to four (4) alternatives that could feasibly attain most of the basic objectives of the Proposed Project and would substantially lessen one or more of the project's significant environmental effects. The following alternatives may be considered as part of this process, although it is anticipated that one or more may be eliminated from detailed consideration due to the increased potential for environmental impacts:

1. No Project Alternative. As required by CEQA, one of the alternatives will be a No Project Alternative. This alternative will assume that the Proposed Project would not occur. While it is anticipated that some environmental impacts would be reduced, the basic objectives of the project would not be accomplished and may result in greater effects associated with water quality and noncompliance with permit requirements.
2. Reduced Footprint Alternative. AES will work with the County to identify a mitigated project footprint alternative within the boundaries of the project site. It is anticipated that a reconfiguration of land uses and clustering of high density residential development would accomplish the goals of this alternative.
3. Reduced Density Alternative. AES will work with the County to define a reduced density alternative that would result in fewer residents on the project site, and thus fewer demands on public utilities and infrastructure.

According to CEQA Guidelines Section 15126.6(d), “the significant effects of an alternative shall be discussed, but in less detail than the significant effects of the project as proposed.” The assessment of project alternatives will be consistent with this requirement by presenting a sufficient amount of detail necessary to afford decision makers with a reasoned choice. In most cases, environmental analyses conducted for the Proposed Project will be applicable to alternative development scenarios. Qualitative analysis of air quality and noise impacts associated with project alternatives will be conducted.

Issue Area Analysis and Assumptions

Aesthetics. Development of the Proposed Project would alter the visual character of the project site from open space to urban; however, the surrounding areas consist of housing developments of similar density and therefore impacts are anticipated to be less than significant. Using visual representations of the project to be provided by the Applicant and existing analysis from the 2009 EIR to the extent possible, AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Review the relevant visual quality standards contained in the County’s General Plan and consider the applicability of planning policies and ordinances related to aesthetics.
- Conduct reconnaissance field studies to assess the visual character of the project site and surrounding public view areas. Document existing visual conditions on the project site through photographs and detailed descriptions.
- Incorporate the existing three dimensional visual design exhibits of the proposed facilities prepared by Lea and Braze Engineering, Inc. for the Applicant into site and aerial photographs of the project site to assess impacts to aesthetics and viewsheds of the project region.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the aesthetics section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts and ensure consistency with relevant visual quality standards of the County’s General Plan.

Air Quality. Development of the Proposed Project would result in short-term emissions and fugitive dust during the construction phase and long-term emissions associated with vehicle traffic. AES will complete the following tasks to determine the level of potential air quality impacts and the need for mitigation.

- Review relevant local/regional air quality standards for the project area, including those issued by the Bay Area Air Quality Management District (AQMD) and California Air Resources Board (CARB).
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including the Federal Clean Air Act and California Clean Air Act.
- Document existing sources of air pollution and identify sensitive receptors that may be affected by development of the Proposed Project.
- AES will conduct a HRA for the Proposed Project. The assessment will use accepted County or Air District protocols to determine the necessity for dispersion modeling. AES will use either AeMOD

or CAL3QHCR modeling software to estimate concentrations at defined receptor locations and will consult with the Air District and County to determine the appropriate level of analysis.

- Identify short-term air quality impacts from construction emissions using CARB-approved URBEMIS- modeling software. In order to estimate construction emissions, AES will coordinate with the County and Applicant to acquire information regarding the nature of construction activities, types of equipment that will likely be used, and the anticipated total area of disturbance.
- Identify long-term regional air quality impacts from mobile and area source emissions using CARB approved URBEMIS modeling software. This analysis will include quantification of criteria air pollutants identified in the local air quality management plans and shall be conducted according to district methodologies. Mobile source emissions will be estimated using vehicle trip generation and distribution information provided in the traffic study prepared by RKH.
- Quantify greenhouse gas emissions as recommended within the recent amendments to the CEQA Guidelines. In accordance with this guidance, AES will provide a qualitative, performance based approach to reducing impacts. This effort will be closely coordinated within the County's General Plan Update Process to ensure consistent methodology and thresholds are being applied.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the air quality section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts from both construction and operation of the Proposed Project. Modeling runs will be included as an appendix to the EIR.

Agricultural Resources. The Proposed Project would not result in the conversion of prime agricultural land. Additionally, no Williamson Act contracts are held on the subject parcels. AES anticipates that Agricultural Resources may be excluded from the EIR through the IS process. Should it be determined that Agricultural Resources should be included within the EIR, AES will complete the following tasks using the existing analysis from the 2009 EIR to the extent possible to determine the level of potential impacts to agricultural resources and the need for mitigation:

- Review the relevant local policies concerning the protection of farmlands, including those contained in the County General Plan and General Plan Update.
- Describe and map the important agricultural soils in the project area including Prime Farmland, Farmland of Statewide Importance and Unique Farmland.
- Review information on existing agricultural resource in the region and current urbanization trends.
- AES anticipates that Agricultural Resources may be excluded from the EIR through the IS process.

Biological Resources. Development of the Proposed Project has the potential to impact special-status species and other biological resources, including the endangered Mission Blue Butterfly. This scope of work does not provide for protocol-level biological surveys or permitting. AES will complete the following tasks to determine the level of potential biological impacts and the need for mitigation:

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: Federal Endangered Species Act, Fish and Wildlife Coordination Act, Migratory Bird Treaty Act, Clean Water Act (Sections 401 and 404), Magnuson Fisheries-Stevens Fishery

Conservation and Management Act, California Endangered Species Act, California Fish and Game Code, and Porter-Cologne Water Quality Control Act.

- Review existing information related to biological resources included within the Biological Resources Assessment prepared for the 2009 EIR.
- Conduct an updated query of the California Natural Diversity Database/RareFind, California Native Plant Society's Electronic Inventory, and the California Wildlife-Habitat Relationships database, and obtain current special-status species lists for the project area from the U.S. Fish and Wildlife Service (USFWS).
- Conduct a biological field survey of the project site to establish the potential for occurrences of special-status species or critical habitat and confirm the findings of the Biological Resources Assessment prepared by the Applicant.
- Incorporate information from existing studies and findings into the biological resources section of the EIR and recommend avoidance or mitigation measures to reduce any potentially significant impacts. In coordination with the County, AES will informally consult with USFWS and the California Department of Fish and Game to refine mitigation measures and meet regulatory requirements. This coordination will promote an efficient environmental review process for the Proposed Project.

Cultural Resources. Development of the Proposed Project could result in adverse impacts to previously documented, newly identified, or inadvertently discovered cultural resources. Preliminary site reconnaissance indicates that the project site has been substantially disturbed from agricultural activities; however, impacts to unanticipated archaeological resources discovered during construction are always a possibility. AES will complete the following tasks during preparation of the cultural resources section of the EIR.

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: CEQA Guidelines 15064.5 and PRC 21083.2, SB-18 – Tribal Consultation (required for General Plan Amendment), Section 106 of the National Historic Preservation Act (required for 404 permits)
- Conduct an updated records search at the Northwest Information Center of the California Historical Resources Information System.
- Request a sacred lands search and stakeholders list from the Native American Heritage Commission (NAHC). AES will send preliminary consultation letters to all Native American stakeholders identified by the NAHC.
- Conduct an intensive Phase-I pedestrian survey of the project site. The survey will include recordation of any newly identified sites on appropriate DPR forms. Records of previously identified sites will be updated if necessary. This scope of work assumes that no more than two relatively simple resources will require recordation or updating. Evaluation of site significance is not included in the enclosed cost estimate. If it is determined that identified site(s) need to be evaluated, AES will provide a detailed scope of work and cost estimate for this work.

- Assist the County with SB-18 consultation. SB-18 assistance will include identification of stakeholders, provision of invitation to consult language, and attendance at up to two meetings with tribal representatives.
- Conduct all surveys and records searches in compliance with Section 106 of National Historic Preservation Act in the event that federal permitting is required.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the cultural resources section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts. This Scope of Work does not provide for testing or data recovery of any identified archaeological sites.

Geology and Soils. Development of the Proposed Project has the potential to result in soil erosion or subject people or property to geologic or seismic risks. AES is teaming with Michelucci and Associates to conduct an Updated Geotechnical Study to supplement the geotechnical study they prepared for the 2009 EIR. AES will complete the following tasks during preparation of the geology and soils section of the EIR:

- Review the relevant local and regional planning policies and ordinances related to geology, soils and seismic hazards within the project area, including those contained in the County's General Plan.
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: Soil and Water Conservation Act, National Earthquake Hazards Reduction Program, Alquist-Priolo Earthquake Fault Zoning Act, Seismic Hazards Mapping Act, and California Building Standards Code.
- Identify soils types within the project area based on a review of U.S. Department of Agriculture soils surveys and field investigations to estimate the potential for erosion, settlement, and liquefaction; however, it is assumed that a geotechnical report or other appropriate analysis shall be conducted that determines the shrink/swell potential and stability of the soil to support the proposed facilities prior to construction.
- Review regional/local earthquake fault and seismic hazard maps to determine the potential for seismic related hazards.
- Incorporate findings of the Geotechnical Study prepared by Michelucci and Associates and existing analysis from the 2009 EIR to the extent possible into the geology and soils section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Hazards and Hazardous Materials. Development of the Proposed Project may subject people to hazardous materials or hazards. The majority of the project site has been formerly used for agricultural purposes. AES will complete the following tasks during preparation of the Hazards/Hazardous Materials section of the EIR:

- Review the relevant local and regional planning policies and ordinances related to hazards and hazardous materials within the project area, including those contained in the County's General Plan.

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: Resources Conservation and Recovery Act, Hazardous and Solid Waste Management Acts, and Comprehensive Environmental Response, Compensation, and Liability Act.
- Request a database search from Environmental Data Services to identify whether the project site is listed on various local, state, or federal hazardous materials databases. AES will also search online database resources regarding facilities or sites identified as meeting the “Cortese List” requirements pursuant to Government Code Section 65962.5.
- AES will research historic land usage within and adjacent to the project site, including review of historic topographic maps and aerial photographs.
- AES will incorporate findings and existing analysis from the 2009 EIR to the extent possible into the hazards and hazardous materials section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Hydrology and Water Quality. Development of the Proposed Project would alter the existing drainage patterns on the project site during both construction and operation, potentially impacting run-off quantity and quality. AES understands that Lea and Braze have already completed an updated hydrological evaluation of the project site to assess drainage impacts associated with the development of impervious surfaces on the project site. AES will complete the following tasks during preparation of the Hydrology and Water Quality Section of the EIR:

- Review existing information concerning water quality in the project area and consider the applicability of relevant local/regional planning policies and ordinances.
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including the Clean Water Act and Porter-Cologne Water Quality Act.
- Identify flood hazards on the site or in the immediate project area through Review of FEMA Flood Insurance maps, the proposed flood protection/prevention measures of the project (if needed), and determine residual effects on localized or downstream flooding.
- Peer review drainage plans, estimates of storm water volumes, and existing system capacities provided to AES by Lea and Braze during the hydrological study, the County and/or the Applicant.
- Using existing information, identify the general types and sources of water quality changes that may result from the proposed development. Evaluate potential impacts of runoff from the project site on the quality of receiving waters.
- Discuss the need to apply for an NPDES permit for construction activities. Identify guidelines and policies of the SFBRWQCB, U.S. Environmental Protection Agency, and County plans regarding water quality impacts from storm water runoff.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Hydrology and Water Quality section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Land Use and Planning. The Proposed Project would result in the subdivision of the project site for the development of 19 single-family residential units. Implementation of the Proposed Project must be

considered in light of existing policies included within the County's General Plan and General Plan Update. Additionally, the Proposed Project will introduce new land uses that may be incompatible with existing or planned land uses on adjacent properties. Based on an initial review of the General Plan and Land Use designations for the project site, the Proposed Project is consistent with the land use planning documents governing development on the project site and the density of development is consistent with zoning designations. Accordingly, AES anticipates that impacts to Land Use and Planning will be less than significant and no mitigation will be required. To ensure a complete analysis is provided, AES will complete the following tasks to determine the level of potential impacts and the need for mitigation.

- Review previously conducted land use studies associated with the project area and consider the applicability of relevant local/regional planning policies and ordinances.
- Identify existing, approved, and proposed land use and zoning designations within and surrounding the project site.
- Consider the consistency of the Proposed Project with existing applicable planning documents, and include "planning consistency matrix" as an appendix to the EIR.
- Assess potential long-term compatibility issues, as well as short-term issues associated with phased development and non-conforming land uses.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Land Use and Planning section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Noise. Development of the Proposed Project would result in a short-term increase in noise and vibration during the construction phase and would result in long-term noise increases related to traffic and operational activities that may impact sensitive receptors. AES will conduct a noise assessment of the project site and incorporate the analysis and conclusions into the Noise Section of the EIR. AES will complete the following task to determine the level of potential impacts and the need for mitigation.

- Existing Noise Levels: Conduct a detailed ambient noise survey to quantify existing noise conditions at the project site and at the nearest potentially affected noise-sensitive land uses. The survey will consist of continuous and short-term noise level measurements at as many locations deemed necessary to thoroughly identify existing noise conditions for the project area which will include traffic noise from State Route 280 and 92. To the extent that information contained in the 2009 EIR is still relevant, AES will make use of it.
- Prepare Technical Report in Support of the EIR Noise Section that will contain the results of the previous task in the above-described scope of work, as well as graphics showing noise measurement locations and potential noise mitigation locations as appropriate. The report will be included as an appendix to the EIR. AES will incorporate existing analysis from the 2009 EIR to the extent possible.

Public Services and Recreation: Development of the Proposed Project would result in an increased demand for public services and recreation, including public schools, law enforcement, and fire protection. Additionally, the increase in population as a result of the project will result in increased use of County and

regional recreational facilities. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation.

- Review previously conducted studies associated with the project site and consider the applicability of relevant local/regional planning policies and ordinances..
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including:
 - Uniform Fire Code
 - California Health and Safety Code
- AES will update the public service provided questionnaires provided Appendix C of the 2009 Draft EIR. AES will contact local service providers, including the Sheriff's Department, Fire Department, County Parks Department, County Public Libraries, and School Districts to determine existing service levels in the project area and need for additional personnel, equipment, and facilities.
- Estimate the new service demands resulting from the development of the Proposed Project, including the increase in student enrollment, law enforcement demands, fire protection demands, and use of recreational facilities.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Public Services and Recreation section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Traffic and Circulation: Development of the Proposed Project would result in an increase in local traffic. AES is teaming with RKH for the preparation of a traffic analysis and study for the Proposed Project to determine the potential for adverse effects on traffic circulation and identify appropriate traffic improvements. AES will complete the following tasks during preparation of the transportation/traffic section of the EIR.

- Incorporate findings of the traffic impact analysis into the Transportation and Circulation section of the EIR.
- Assess potential impacts associated with pedestrian, bicycle, and public transportation, and recommend appropriate mitigation measures.
- Discuss potential short-term impacts associated with construction activities. It is anticipated that mitigation will likely include specific measures to be included within a Traffic Control Plan for construction activities.

Utilities and Service Systems: Development of the Proposed Project would result in an increased demand for public utilities, including potable water, wastewater treatment, drainage facilities, and solid waste services. AES is teaming with NV5, formerly Nolte and Associates to assess the potential impacts to sewer and water conveyance systems. The cost and scope assumes that the level of effort required is to update the analysis within the 2009 EIR and no modeling of conveyance capacities are required. AES will assess the potential impacts to other utility and service systems including solid waste, electricity, and telecommunications. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation.

- Review previously conducted studies associated with the 2009 EIR and consider the applicability of relevant local/regional planning policies and ordinances.
- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including: California Health and Safety Code, Integrated Waste Management Act, Water Management Planning Act, SB 610 – Water Availability Assessment. Based on the number of residential units, a Water Supply Assessment is not required under SB 610, which will be duly noted in the EIR.
- Coordinate with the County’s Public Utilities Department and local service providers to determine existing service levels in the project area.
- Estimate the new service demands resulting from the development of the Proposed Project, including water supply, wastewater, drainage and solid waste.
- Evaluate impacts to wastewater treatment and drainage facilities in light of information provided within NV5’s technical assessment.
- In accordance with thresholds provided in Appendix G of the CEQA Guidelines, evaluate physical environmental impacts resulting from proposed improvements to utility systems, including the any proposed upgrades to Crystal Springs County Special District and San Mateo Wastewater Treatment plant. This task does not include site visits to assess existing conditions of off-site improvements that may be required to update wastewater infrastructure to meet the wastewater demands of the project.
- Incorporate findings and existing analysis from the 2009 EIR to the extent possible into the Public Services and Utilities section of the EIR and recommend appropriate mitigation measures to reduce any significant impacts.

Task 4: Draft EIR and Public Circulation. AES will meet with the County to clarify any comments and questions raised during review of the ADEIR. AES will revise the ADEIR based on a single set of comprehensive comments provided by the County. AES will provide an electronic screen check version of the Draft EIR with track changes to the County for review prior to production. Following approval by the County, AES will facilitate preparation of the Notice of Availability (NOA) and public release of the DEIR.

AES technical staff will coordinate and attend one (1) public comment town hall meeting during the 45-day public comment period on the DEIR. AES will provide up to three (3) poster board displays for the meeting. It is assumed that the County will be responsible for reserving an appropriate venue. If desired, a court reporter will be provided by the County.

Deliverables: AES will provide the County with ten (10) bound hardcopies one (1) CD copy in color PDF format of the Draft EIR. Fifteen (15) CD copies of the Draft EIR with hardcopies of the Executive Summary will be submitted as required to the State Clearinghouse with the Notice of Availability. AES will provide electronic copies of the proposed poster board exhibits prior to the public town hall meeting for approval.

Task 5: Final EIR and Mitigation Monitoring and Reporting Plan. AES will compile comments received from the public and other interested parties during the 45-day public review period for the Draft EIR, and summarize key issues for discussion with the County. AES will meet with County staff to go over the approach for responding to key issues raised during the DEIR public review period. Following this meeting, AES will formulate responses, and make any necessary revisions to the EIR. This Scope of Work assumes a moderate level of effort will be required to respond to comments. A moderate level of effort is considered to be less than 15 comment letters and 50 individual substantive comments that require a response beyond comment noted. The Response to Comments and any refinements to the DEIR text will be incorporated into a “freestanding” Final EIR. AES will prepare a Mitigation Monitoring and Reporting Plan (MMRP) to support the County’s certification of the Final EIR. The MMRP will be referenced within the text of the Final EIR and will be included as an appendix in the final document.

Deliverables: AES will provide the County with a total of ten (10) bound hardcopies and one (1) CD copy in PDF format of the Final EIR.

Task 6: Findings and Final EIR Certification Support. AES will assist with preparation of the Findings of Fact and Statement of Overriding Considerations. AES will attend/present at one meeting with the Planning Commission, and up to two staff meetings for certification of the Final EIR and Findings and Statement of Overriding Considerations.

Task 7: Project Management and Meetings. The AES management team will complete the myriad of small and often unforeseen tasks required to implement the preparation of an EIR. This includes numerous phone calls and emails necessary to facilitate information exchange between the Project Team and jurisdictional agencies, as well as the time required to prepare agendas, meeting minutes, schedules, and other such documents. Under this task, AES will:

- Attend a scoping hearing;
- Participate in up to 3 (3) two-hour project coordination meetings with planning staff at the County offices for the development of the Draft EIR;
- Attend up to two (2) Planning Commission hearings; and
- Participate in up to ten (10) one-hour project related conference calls with members of the project team and jurisdictional agencies.

Deliverables: AES will submit monthly status reports to the Project Team via email by the fifth business day of each month. AES will prepare and distribute minutes for each project-related meeting that will outline key decisions and action items.



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



Date: February 7, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

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

Subject: Airport Boulevard Maintenance Agreement

RECOMMENDATION:

Adopt a Resolution authorizing a Maintenance Agreement with the City of San Mateo for Airport Boulevard between Peninsula Avenue and Lang Road.

BACKGROUND:

The cities of San Mateo, Burlingame, and the County of San Mateo each have an interest in maintaining Airport Boulevard because the road either traverses portions of these jurisdictions or serves facilities located within or managed by the individual jurisdictions.

The three agencies previously entered into a maintenance agreement which outlined maintenance and fiscal obligations of each agency for Airport Boulevard between Peninsula Avenue and Lang Road. The maintenance agreement expired in 2004 and a new maintenance agreement is necessary to outline maintenance responsibilities.

DISCUSSION:

Airport Boulevard between Peninsula Avenue and Lang Road is situated within the city limits of the City of San Mateo. It also provides access to facilities within Burlingame and to the Peninsula Humane Society which is operated by the County.

Burlingame's historical obligation has been to fund basic road maintenance. They have done so in the past and recently performed road surfacing work. The City of San Mateo is interested in accepting a road easement for Airport Boulevard and bringing the road into its maintenance system, subsequent to the improvements performed by Burlingame, on the basis of the road being located within their jurisdiction. San Mateo County is also interested in releasing its interest in the road easement provided that future access into Coyote Point Recreation Area from Airport Boulevard is not restricted.

Both the City of San Mateo and San Mateo County agree that Burlingame need not be a party to this agreement as they have fulfilled the maintenance obligations previously established for the road.

Entering into the proposed maintenance agreement will clarify future maintenance obligations and simplify process by redistributing responsibility for maintenance of the road to the single jurisdiction where the road is located.

County Counsel has reviewed and approved the resolution and agreement as to form.

Entering into a maintenance agreement with the City of San Mateo contributes to the 2025 Shared Vision Outcome of a Collaborative Community by collaborating with adjacent agencies to assure that maintenance responsibility for local road systems are clarified.

FISCAL IMPACT:

There are no costs associated with entering into a maintenance agreement with the City of San Mateo.

There is no impact to the General Fund.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING A MAINTENANCE AGREEMENT WITH THE CITY OF
SAN MATEO FOR AIRPORT BOULEVARD BETWEEN PENINSULA AVENUE AND
LANG ROAD**

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

WHEREAS, Airport Boulevard between Peninsula Avenue and Lang Road is situated on County owned land within the City of San Mateo; and

WHEREAS, said road provides access to a number of local businesses, including several which directly serve San Francisco Airport; and

WHEREAS, maintenance of this road segment was previously defined through a multiagency maintenance agreement which was allowed to expire; and

WHEREAS, both the City of San Mateo and San Mateo County are interested in identifying on-going maintenance responsibility for Airport Boulevard between Peninsula Avenue and Lang Road in order to preserve local access of the road; and

WHEREAS, both the City and County agree that it would be most appropriate for the City of San Mateo to accept on-going maintenance responsibility; and

WHEREAS, the City and County wish to enter into an agreement which would formalize such a maintenance arrangement through the transfer of the existing road

easement to the City of San Mateo.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the execution of an agreement between the City of San Mateo and the County of San Mateo which transfers the existing road easement to the City of San Mateo and obligates the City to maintain said road in accordance with the terms of the agreement, and the Clerk of the Board shall attest the President's signature thereto.

* * * * *

AGREEMENT

MAINTENANCE AGREEMENT FOR AIRPORT BOULEVARD, BETWEEN PENINSULA AVENUE AND LANG ROAD IN THE SAN MATEO/BURLINGAME AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County" and the CITY OF SAN MATEO, a municipal corporation of the State of California, hereinafter called "San Mateo".

W I T N E S S E T H:

WHEREAS, Airport Boulevard between Peninsula Avenue and Lang Road, as depicted in Exhibit A, attached hereto, is situated on County lands located within San Mateo; and

WHEREAS, said portion of Airport Boulevard serves the Anza area of Burlingame, as well as various County facilities; and

WHEREAS, San Mateo, Burlingame and County previously entered into an agreement which provided that Burlingame provide routine maintenance for said portion of Airport Boulevard; and

WHEREAS, said agreement provided a cost sharing formula between the three agencies for contract maintenance projects along said portion of Airport Boulevard; and

WHEREAS, said agreement expired in 2004; and

WHEREAS, San Mateo, Burlingame and County have met for the purposes of negotiating a new agreement among the three agencies; and

WHEREAS, Burlingame has improved Airport Boulevard from the on/off ramp to US 101 to a minimum pavement condition index (PCI) of 70, at its sole expense; and

ORIGINAL

WHEREAS, County and San Mateo agree to releasing Burlingame from any further obligation relating to Airport Boulevard based upon the City of Burlingame having performed the above described improvements; and

WHEREAS, County is interested in transferring the Airport Boulevard road easement, as depicted in Exhibit "A" attached hereto to San Mateo; and

WHEREAS, San Mateo is willing to accept said portion of Airport Boulevard, upon construction and acceptance of said improvements and upon transfer of the Airport Boulevard road easement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. County shall transfer the Airport Boulevard road easement, as depicted in Exhibit "A" attached hereto to San Mateo.
2. Upon transfer of the road easement to San Mateo, San Mateo shall accept all responsibility for future maintenance of said road easement and road improvements contained therein.
3. County reserves the right to construct alternative access into its Coyote Point Park facility off of subject road easement and San Mateo agrees not to obstruct or reject any reasonable proposals by County for future access into Coyote Point Park.
4. This agreement shall be binding upon the respective successors and assigns of the parties hereto. The benefits arising under this Section 4 shall include the respective directors, officers, employees and agents of the parties hereto.
5. San Mateo shall indemnify, defend, and hold harmless the County, their officers, agents, and employees, from all claims, damages, suits or actions of every name, kind and description arising out of or relating to its performance under this agreement, excepting those arising out of

County's active negligence or willful misconduct.

6. County shall indemnify, defend, and hold harmless San Mateo, their officers, agents, and employees, from all claims, damages, suits or actions of every name, kind and description arising out of or relating to its performance under this agreement, excepting those arising out of San Mateo's active negligence or willful misconduct.

The duty to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the California Civil Code.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

President, Board of Supervisors
County of San Mateo


ATTEST:

Clerk, Board of Supervisors

"San Mateo"

CITY OF SAN MATEO

BY



David Lim, Mayor, City of San Mateo

ATTEST:



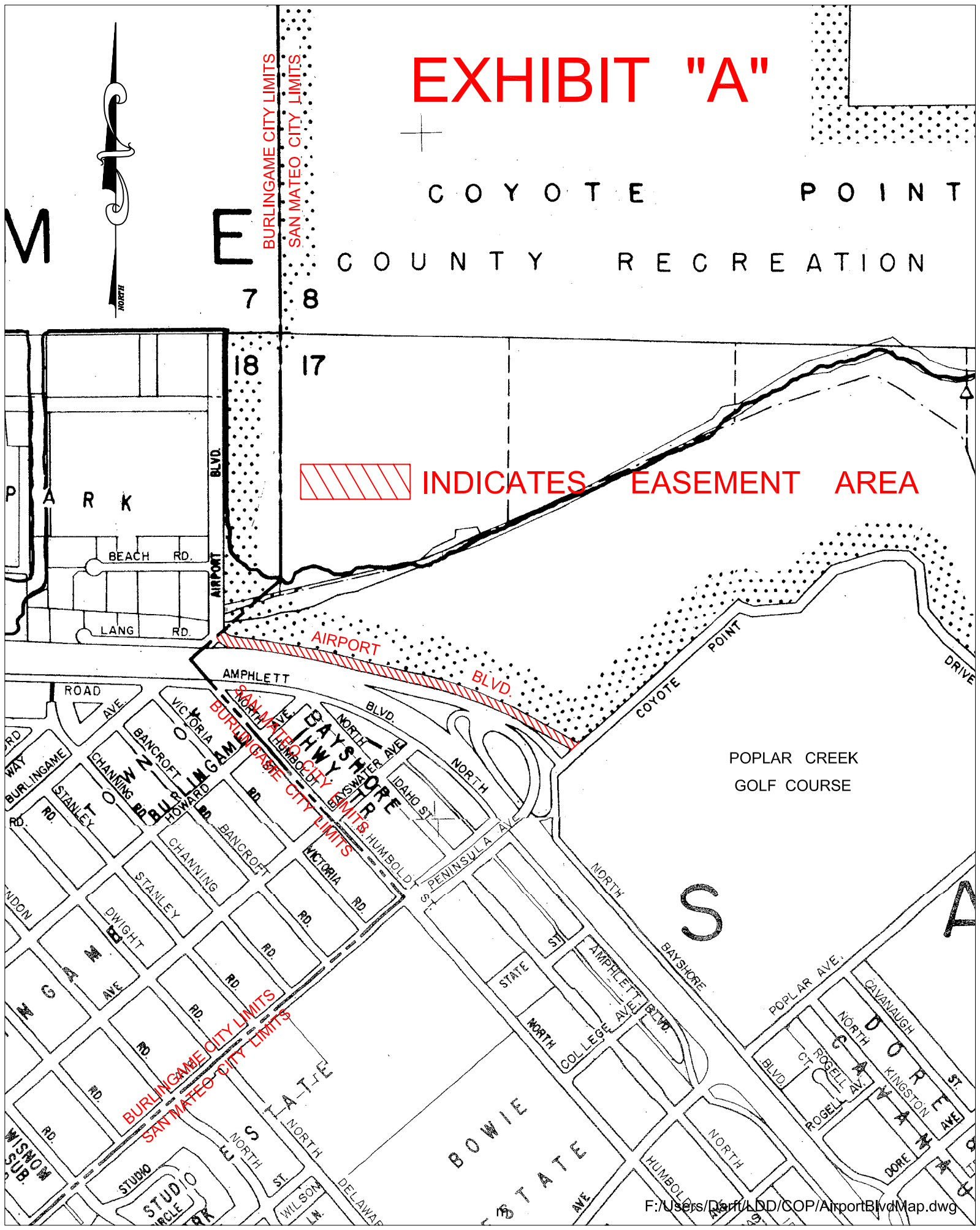
Patrice M. Olds, Clerk, City Council



EXHIBIT "A"

COYOTE POINT
COUNTY RECREATION

INDICATES EASEMENT AREA



**EXHIBIT "A"
LEGAL DESCRIPTION**

APN: 029 321 060 (Portion)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED OF EASEMENT TO RECLAMATION DISTRICT NO. 2097, A PUBLIC CORPORATION, RECORDED AUGUST 22, 1963, IN VOLUME 4532 O.R., AT PAGE 473, COUNTY OF SAN MATEO RECORDS, FURTHER DESCRIBED AS FOLLOWS:

A 60.00 FOOT WIDE STRIP WHICH EXTENDS FROM THE CITY LIMIT LINE BETWEEN THE CITY OF BURLINGAME AND THE CITY OF SAN MATEO (FORMERLY THE CENTERLINE OF BURLINGAME AVENUE), TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COYOTE POINT DRIVE (FORMERLY PENINSULA AVENUE), THE NORTHEASTERLY LINE OF SAID 60.00 FOOT WIDE STRIP IS CONCENTRIC WITH, MEASURED PERPENDICULAR TO AND PARALLEL WITH THE FOLLOWING DESCRIBED SOUTHWESTERLY LINE:

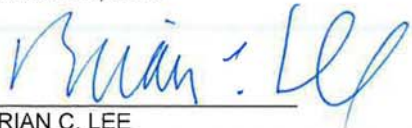
BEGINNING AT A POINT ON THE CITY LIMIT LINE BETWEEN THE CITY OF BURLINGAME AND THE CITY OF SAN MATEO, LYING NORTH 48°41'00" EAST, 93.60 FEET FROM THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF BAYSHORE FREEWAY; THENCE SOUTHEASTERLY ALONG A 148.52 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS NORTH 59°11'06" EAST, HAVING A CENTRAL ANGLE OF 57°24'06", AN ARC LENGTH OF 148.79 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BAYSHORE FREEWAY; THENCE ALONG LAST SAID LINE SOUTH 88°13' 00" EAST, 58.11 FEET; THENCE ALONG A 2053.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°04'08", AN ARC LENGTH OF 683.27 FEET TO A NON-TANGENT POINT; THENCE SOUTH 78°17'56" EAST, 441.03 FEET; THENCE SOUTH 69°29'30" EAST, 408.99 FEET; THENCE SOUTH 60°50'05" EAST, 14.10 FEET; THENCE SOUTH 62°04'01" EAST, 58.03 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF BAYSHORE FREEWAY, SOUTH 58°11'00" EAST, 379.87 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF COYOTE POINT DRIVE.

CONTAINING 3.00 ACRES, MORE OR LESS.

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE CITY LIMIT LINE BETWEEN THE CITY OF BURLINGAME AND THE CITY OF SAN MATEO (FORMERLY THE CENTERLINE OF BURLINGAME AVENUE), AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COYOTE POINT DRIVE (FORMERLY PENINSULA AVENUE).

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CITY LIMIT LINE BETWEEN THE CITY OF BURLINGAME AND THE CITY OF SAN MATEO, HAVING A BEARING OF NORTH 48°41'00" EAST.

MARCH 27, 2012


BRIAN C. LEE
DEPUTY DIRECTOR OF PUBLIC WORKS
R.C.E. 26573, LICENSE EXPIRES 3/31/14



**CITY OF SAN MATEO
RESOLUTION NO. 32 (2013)**

**ACCEPTING A ROADWAY EASEMENT FROM THE COUNTY OF SAN MATEO
(AIRPORT BOULEVARD BETWEEN PENINSULA AVENUE AND LANG ROAD)**

WHEREAS, the portion of Airport Boulevard between Peninsula Avenue and Lang Road is situated on County lands located within the City of San Mateo, bordering the City of Burlingame; and

WHEREAS, an agreement between the cities of San Mateo and Burlingame and the County of San Mateo, which expired in 2004, provided that the City of Burlingame would perform routine maintenance for the subject portion of Airport Boulevard; and

WHEREAS, the California Department of Transportation's (Caltrans) 2007 Route 101 Auxiliary Lanes Project, which includes the improvement of the Peninsula Overpass and adjacent areas (including Airport Boulevard), requires clarification of title and maintenance responsibility for Airport Boulevard between Peninsula Avenue and Lang Road; and

WHEREAS, as this portion of Airport Boulevard is located within the City of San Mateo, negotiations with the City of Burlingame and the County of San Mateo, resulted in the City of San Mateo agreeing to maintain the street subject to the following conditions:

- The portion of Airport Boulevard will be improved to a pavement condition index (PCI) of 70 or above (which the City of Burlingame has completed)
- The County will transfer the roadway easement to the City of San Mateo; and

WHEREAS, the City of Burlingame agreed to and has completed street improvements at its expense; and

WHEREAS, accepting the maintenance responsibility and roadway easement will allow the City of San Mateo to gain control of the traffic signals at Airport Boulevard and Peninsula Avenue, which are important to the overall traffic operation in the area;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY RESOLVES that:

1. Pursuant to California Environmental Quality Act (CEQA) Guidelines section 15601(b)(3) the adoption of a resolution accepting a roadway easement is exempt from CEQA requirements in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
2. The City of San Mateo accepts the roadway easement, on Airport Boulevard between Peninsula Avenue and Lang Road from the County of San Mateo.

RESOLUTION NO. 32 (2013) adopted by the City Council of the City of San Mateo, California, at a regular meeting held on March 18, 2013, by the following vote of the City Council:

AYES: Council Members Lim, Ross, Freschet, Grotte and Matthews

NOES: None


ABSENT: None

ATTEST:



Patrice M. Olds, City Clerk





David Lim, Mayor



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



Date: February 19, 2013
Board Meeting Date: March 26, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Sheriff Greg Munks

Subject: Agreement with the City of Vallejo

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with the City of Vallejo for forensic services provided by the Sheriff's Office Forensic Laboratory for the term of July 1, 2012 through June 30, 2015, in an amount not to exceed \$248,358.

BACKGROUND:

In January 2004, the laboratory transitioned to a "Fee-for-Service" system in order to offset the debt service accrued by the construction of the new facility. To arrive at an equitable fee schedule, the laboratory staff along with Sheriff's Office senior management and representative police chiefs and city managers worked collaboratively to set both flat rate and billable fees. An Executive Steering Committee was also established to aid in resolving issues that could arise from this new environment.

The Sheriff's Office Forensic Laboratory has expanded its services through contracts with out-of-county cities including the Cities of Vallejo, Concord, and Hayward.

On September 22, 2009, the County entered into its second 3-year contract with the City of Vallejo for forensic laboratory work conducted by the Sheriff's Office Forensic Laboratory. This contract expired on June 30, 2012.

DISCUSSION:

Currently, the Sheriff's Office Forensic Laboratory is one of four laboratories providing service to the City of Vallejo. The proposed contract calls for the laboratory to respond to 1) officer involved shootings or incidents in which the City's law enforcement officers are injured or killed in the line of duty and 2) homicides, if the Department of Justice (DOJ) and Contra Costa County are unable to respond.

The laboratory manages the extra case load with one additional staff member. The additional staff position is fully supported by the contract with the City of Vallejo, and provides the agencies in San Mateo County an additional 960 hours of service at no additional cost to the County. In addition to providing the County with more service hours, serving the City of Vallejo adds an additional 100,000 people to our service population. The population of an area served is one of the key factors used in the distribution of DNA enhancement and backlog funds. Continuing this contractual relationship will maintain our service population at a level that will keep the laboratory working as a regional laboratory, in a better position to receive federal grant funds.

County Counsel has reviewed and approved the resolution and agreement as to form.

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by forging a partnership with the City of Vallejo through providing specialized investigative and scientific analytical services which result in professional conclusions and expert testimony to support the investigation and adjudication of alleged criminal activity.

PERFORMANCE MEASURE(S):

Measure	FY 2010-11 Actual	FY 2011-12 Actual
Total number of cases received from the City of Vallejo	349.50	414.00

FISCAL IMPACT:

The contract is for a three (3) year term expiring June 30, 2015, and for a reimbursement amount not to exceed \$248,358. Revenue for the proposed agreement has been included in the Sheriff's Office FY 2012-13 Adopted Budget and will be included in future budgets during the term of the agreement. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF VALLEJO FOR FORENSIC SERVICES PROVIDED BY THE SHERIFF'S OFFICE FORENSIC LABORATORY FOR THE TERM OF JULY 1, 2012 THROUGH JUNE 30, 2015, IN AN AMOUNT NOT TO EXCEED \$248,358

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

WHEREAS, in January 2004, the Forensic Laboratory became "Fee-for-Service" to offset the debt service accrued by the construction of the new facility; and

WHEREAS, on September 22, 2009, the County entered into a second three-year term contract (Resolution 070392) with the City of Vallejo for forensic services provided by the Sheriff's Office Forensic Laboratory; and

WHEREAS, by providing forensic services to the City of Vallejo, an additional personnel position will be fully funded with the fees charged by the laboratory; and

WHEREAS, both parties now wish to enter into an Agreement, whereby the County will provide forensic services to the City of Vallejo, for a three-year period commencing July 1, 2012 until June 30, 2015, in exchange for City reimbursement to the County of a total amount not to exceed \$248,358 for said period; and

WHEREAS, the City of Vallejo has executed said Agreement for forensic

services provided by the County; and

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

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

BE IT FURTHER RESOLVED that the Sheriff or Sheriff's designee is authorized to execute contract amendments and minor modifications to this Agreement not to exceed an aggregate of \$25,0000, 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 CITY OF VALLEJO

THIS AGREEMENT, entered into this 26 day of MARCH, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF VALLEJO, hereinafter called "City";

WITNESSETH:

WHEREAS, pursuant to Government Code §§ 51300 et seq., County may contract with City for the performance of City functions by the appropriate employees of County; and

WHEREAS, City and County find it necessary and desirable to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by County; and

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

1. EXHIBITS.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A - Services

Exhibit B - Payments and rates

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

In consideration of the payments set forth herein and in Exhibit "B," County shall perform forensic services for City in order to assist in the investigation of criminal matters within the City's law enforcement service jurisdiction, in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to County in the manner specified herein and in Exhibit "B."

In no event shall the City's total fiscal obligation under this Agreement exceed **TWO HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS AND NO CENTS, (\$248,358.00).**

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2012 through JUNE 30, 2015.**

This Agreement may be terminated by City, or the Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon ninety (90) days' written notice to the other party.

5. RELATIONSHIP OF PARTIES.

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of City or County employees will be affected by this Agreement.

6. INDEMNIFICATION.

- A. City shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with City's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- B. County shall indemnify and hold harmless City from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of City.
- C. If an action arises out of the concurrent negligence of City and County, then liability for any damage in that action shall be apportioned between City and County in accordance with the California law of comparative negligence.
- D. As used in this section, "County" means the County, its officers, agents, employees and servants.
- E. As used in this section, "City" means the City, its officers, agents, employees and servants.
- F. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including City and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of City and County to indemnify and hold harmless, as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

7. ASSIGNABILITY AND SUBCONTRACTING.

Neither party may assign the benefits nor delegate the duties set forth in this Agreement, without prior written approval of both parties.

8. INSURANCE.

Both parties shall maintain sufficient insurance, self-insurance, or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the Sheriff's Office and County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are 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 parties will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

9. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.

All services to be performed 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, City certifies that the City 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.

City will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. 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.

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

11. RETENTION OF RECORDS.

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or City's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

City and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. MERGER CLAUSE.

This Agreement, including the Exhibits hereto 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. 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.

13. CONTROLLING LAW.

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.

14. MODIFICATIONS / AMENDMENTS.

Modifications and/or amendments made to this Agreement shall be in writing and signed by both parties.

15. PROPERTY / EQUIPMENT.

Any and all property and equipment purchased and/or used in the performance of services hereunder by the County shall be and remain the property and equipment of the County (Sheriff) throughout the term of this Agreement and upon termination of this Agreement.

County shall have responsibility for the maintenance of facilities, equipment, and property used in the performance of services hereunder by Sheriff.

16. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
Greg Munks, Sheriff
400 County Center
Redwood City, CA 94063

In the case of Contractor, to:

City of Vallejo
c/o Vallejo Police Department
111 Amador Street
Vallejo, CA 94590

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

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

By: _____
PRESIDENT, BOARD OF SUPERVISORS

Date: _____

ATTEST:

By: _____
CLERK OF SAID BOARD

CITY OF VALLEJO

By: 
SIGNATURE

Daniel E. Keen
PRINTED NAME

City Manager
TITLE

Date: 2-21-13


ATTEST:

By: 
CITY CLERK

APPROVED AS TO FORM:

By: 
CITY ATTORNEY

APPROVED AS TO INSURANCE:

By: 
RISK MANAGER

APPROVED AS TO CONTENT:

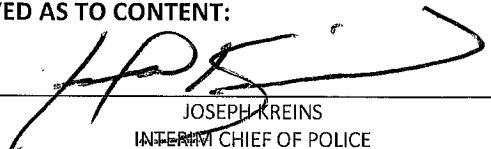
By: 
JOSEPH KREINS
INTERIM CHIEF OF POLICE

EXHIBIT A

SERVICES

In consideration of the payments set forth in Exhibit "B", County (Sheriff) shall provide the following services:

I. INTRODUCTION.

The purpose of this Agreement is to provide the City of Vallejo with forensic services through the San Mateo County Sheriff's Office Forensic Laboratory, which services will assist in the investigation of criminal matters within the territorial limits of the City.

II. SERVICES TO BE PERFORMED BY COUNTY.

A. A Sheriff's Forensic Team will respond, upon request by the City, to:

1. City's police officer involved shootings, or City's law enforcement officers injured or killed in the line of duty.
2. Call-outs for homicides, if Department of Justice (DOJ) and Contra Costa County are unable to respond.

B. A Sheriff's Forensic Supervisor will be available to assist the City via telephone 24/7.

C. The Sheriff's Forensic Laboratory will assist the City by providing training to the City's staff in the collection and preservation of evidence.

D. The Sheriff's Forensic Laboratory will perform the following forensic examinations for City, or seek out a provider at Sheriff's direct costs for the following services:

- | | |
|--------------------------------------|---------------------------------------|
| ▪ Blood pattern interpretations | ▪ Forensic biology serology screening |
| ▪ CODIS entry | ▪ Forensic biology DNA typing |
| ▪ Crime scene reconstruction | ▪ Fracture analysis |
| ▪ Distance determination | ▪ Gun identification |
| ▪ DOJ/AFIS entry | ▪ Gun shot residue physical match |
| ▪ Fingerprint comparison | ▪ Latent print AFIS searches |
| ▪ Fingerprint processing of evidence | ▪ Serial number restoration |
| ▪ Firearms comparison | ▪ Shoe/tire impressions |
| ▪ Firearms NIBIN entry (no charge) | ▪ Tool mark comparison |
| ▪ Firearms NIBIN searches | ▪ Trace analysis, (hair/fibers) |

** The Sheriff's Forensic Laboratory does not conduct analysis of arson / explosives evidence, but will seek out a provider at Sheriff's direct costs, if requested.*

E. City will deliver to the Sheriff's Forensic Laboratory items/material for analyzing.

F. Each year the Sheriff's Forensic Laboratory Director shall meet with the City's Chief of Police to establish specific service level objectives for the upcoming contract period. The Sheriff's Laboratory Director shall provide the Police Chief with a written report as part of the annual report, containing a summary of activity for the previous period, by October 31 following the end of the contract period.

EXHIBIT B

PAYMENTS & RATES

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth in Exhibit "A," City shall make payment to County in the manner specified below.

I. PAYMENTS.

A. Rates / Service Fees.

1. For FY 2012-13, the following service fees shall apply:
 - Forensic examination - \$187.20 per hour.
 - Court testimony - \$85 per hour, including travel time (first two hours per court appearance - no charge).
2. For FY 2013-14, the following service fees shall apply:
 - Forensic examination - \$194.69 per hour.
 - Court testimony - \$85 per hour, including travel time (first two hours per court appearance - no charge).
 - City will pay County in advance for 100 hours of service based on the FY 2012-13 adjusted hourly service fee. Payment shall be made to County no later than July 30, 2013. During this term, if service hours are:
 - Less than 100 hours, the balance of unused hours will be credited to the FY 2013-14 term and charged at the adjusted FY 2013-14 hourly rate.
 - More than 100 hours, City will be invoiced monthly at the FY 2013-14 hourly rate.
3. For FY 2014-15, the following service fees shall apply:
 - Forensic examination - \$202.48 per hour.
 - Court testimony - \$85 per hour, including travel time (first two hours per court appearance - no charge).
 - City will pay County in advance for 100 hours of service based on the FY 2012-13 adjusted hourly service fee. Payment shall be made to County no later than July 30, 2014. During this term, if service hours are:
 - Less than 100 hours, the balance of unused hours will be credited to the FY 2014-15 term and charged at the adjusted FY 2014-15 hourly rate.
 - More than 100 hours, City will be invoiced monthly at the FY 2014-15 hourly rate.

B. Billing / Invoicing.

1. County will send a bill/invoice to the City on a semi-annual basis in accordance with section B above, with invoices submitted at the beginning of June and December, and payment due by the end of said month, or within 30 days of receipt of invoice in the event of a billing delay.
2. Questions regarding billing should be directed to the Sheriff's Forensic Laboratory Director at (650) 312-5306 or by mail to:

San Mateo County
Sheriff's Office Forensic Laboratory
50 Tower Road
San Mateo, CA 94402

