



AGENDA

**REGULAR MEETING
SAN MATEO COUNTY BOARD OF SUPERVISORS
CHAMBERS OF THE BOARD OF SUPERVISORS
400 COUNTY CENTER, REDWOOD CITY
TUESDAY, DECEMBER 06, 2016
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 Sukhmani Purewal, Assistant Clerk of the Board, at least 2 working days before the meeting at (650) 363-1802 and/or spurewal@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 in the box on the wall in the anteroom as you enter the Board Chambers. If you have anything that you wish distributed to the Board and included in the official record, please hand it to the Assistant 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 that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) County Manager's Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board should complete a speaker's slip to make a public comment. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board President.

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 on Oral Health Developments. (Supervisor Dave Pine)
2. Presentation of resolutions honoring the 2016 Women in County Government award recipients: (Supervisor Carole Groom)
 - A) Rookie of the Year: Felicia Flores; and
 - B) Development Champion: Captain Alma Zamora; and
 - C) Public Service - the Extra Mile: Jessica Stanfill Mullin.

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.

REGULAR AGENDA

3. **Measure A:** Resolution authorizing an agreement with Seton Medical Center for seismic upgrades, for the term of January 1, 2017 through December 15, 2030, in an amount not to exceed \$15,000,000.
4. Review the information provided in this Study Session and provide direction on how to proceed in light of the passage of California Proposition 64 on November 8, 2016 and the 2015 passage of new medical marijuana legislation.

PLANNING AND BUILDING

5. Introduction of an ordinance adopting the latest editions of the 2016 California Building Standards Code, repealing and replacing the San Mateo County Ordinance Code, Division VII, Building Regulations, and repealing Chapter 3.84 of the County Ordinance Code, by making the required findings in Attachment A, and waive the reading of the ordinance in its entirety.

COUNTY MANAGER

6. **Measure A:** Resolution regarding one-time grants for renovation and improvement to support the relocation of the Daly City Youth Health Center: (Supervisor Adrienne Tissier and Health System)

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

- A) Authorizing a one-time \$1,423,000 grant of **Measure A** funds (including \$423,000 of district-specific funds) for the renovation and improvement of 350 90th Street, Daly City, to support the Daly City Youth Health Center; and
 - B) Authorizing a one-time \$277,000 grant of district-specific **Measure A** funds to the City of Daly City for Exterior Renovation of 350 90th St., Daly City, to address ADA Compliance Issues.
- 7. Resolution extending the provision of continued employment status for reservists called for duty in connection with military expeditions and operations in support of the Global War on Terrorism and in connection with military operations in Iraq and Afghanistan until December 31, 2017.
 - 8. **Measure A:** Resolution authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenue and expenditure appropriations in the amount of \$3,500 from Non-Departmental Services to the Department of Public Works, for the rental and servicing of two portable restrooms in Pescadero, for the term of December 6, 2016 to December 6, 2017. (Supervisor Don Horsley)
 - 9. **Measure A:** Resolution authorizing a one-time \$95,000 grant of district-specific **Measure A** funds to the San Mateo County Union Community Alliance (SMCUCA) for its Trades Introduction Program (TIP). (Supervisor Adrienne Tissier)
 - 10. County Manager's Report #23 of 2016

BOARD OF SUPERVISORS

- 11. 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.

- 12. Approve the minutes for the meeting of November 15, 2016.

BOARD OF SUPERVISORS

- 13. Ratification of a resolution honoring San Mateo County Law Library upon its Centennial. (Supervisor Carole Groom)
- 14. Ratification of a resolution honoring Leadership San Mateo, Foster City, Burlingame, Hillsborough upon its 25th anniversary. (Supervisor Carole Groom)
- 15. Ratification of a resolution honoring Dolores Rose Foppiano upon the celebration of her 90th birthday. (Supervisor Adrienne Tissier)

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

16. Ratification of a resolution honoring SamTrans upon the celebration of its 40th anniversary. (Supervisor Adrienne Tissier)
17. Recommendation for appointments to the Commission on Aging, each for a term ending June 30, 2019: (Supervisor Adrienne Tissier)
 - A) Patty Clement-Cihak; and
 - B) Angela Giannini; and
 - C) Pamela Brandman.
18. Recommendation for the appointment of Cherry Leung, representing Public Member, to the Mental Health and Substance Abuse Recovery Commission, for a term ending September 30, 2019. (Supervisor Dave Pine)

COUNTY MANAGER

19. Resolution authorizing an amendment to the agreement with Circlepoint to provide graphic design and website development services for the sea level rise program in San Mateo County by extending the contract end date from June 30, 2017, to December 31, 2017, and increasing the amount by \$33,710 to an amount not to exceed \$133,100.
20. Resolution approving the final budget for the construction of the Half Moon Bay Library.

HEALTH SYSTEM

21. Resolution authorizing an agreement with Gartner, Inc. to provide consulting services for an enterprise electronic health record assessment and plan, for the term of December 6, 2016 through December 5, 2018, in an amount not to exceed \$1,600,000.
22. Resolution authorizing an agreement with Ravenswood Family Health Center for mental health services, for the term July 1, 2016 through June 30, 2019, in an amount not to exceed \$855,776.
23. Resolution authorizing the acceptance of a base award increase from the California Department of Public Health Tuberculosis Control Branch to provide tuberculosis prevention and control activities, increasing the amount by \$27,699, to an amount not to exceed \$356,407.
24. Resolution authorizing an amendment to the agreement with KRJ Design Group Inc. to provide design and space planning services, increasing the amount payable by \$14,000, to an amount not to exceed \$114,000.
25. Resolutions regarding an amendment to the agreement with California Department of Aging for Title III and VII Older Americans Act of 1965 funding:
 - A) Authorizing an amendment to the agreement with the California Department of Aging (CDA) to increase Title III and VII Older Americans Act of 1965 Funding in the amount

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

of \$174,824, in an amount not to exceed \$3,059,641; and

- B) Authorizing an Appropriation Transfer Request in the amount of \$174,824, recognizing and transferring Unanticipated Revenue in Older Americans Act of 1965 Funding to Other Charges for nutrition and supporting community-based services.

HUMAN RESOURCES

- 26. Resolution authorizing an agreement with Cornerstone OnDemand, Inc. to provide a Learning Management System for the County, Courts, and Consortium, for the term October 31, 2016 through October 30, 2019, in an amount not to exceed \$579,000.
- 27. Report recommending the denial of claims (Non-culpable)

SHERIFF

- 28. Resolution authorizing an agreement with the City and County of San Francisco for distribution of the FY 2016 Urban Area Security Initiative funds to the County of San Mateo, for the term November 1, 2016 through February 28, 2018, in an amount not to exceed \$807,355.

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 (d)(2) of Gov't Code Section 54956.9
One case

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

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

RESOLUTION

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

Captain Alma Zamora

As the
2016 Women in County Government
Champion Award Recipient

WHEREAS, ALMA ZAMORA is the Captain of the County of San Mateo Sheriff’s Office Homeland Security Division, which is a highly complex and encompassing section of the department that includes the county’s SWAT Team, Bomb Unit, Crisis Negotiations Unit, Countywide Security Unit, the Emergency Services Bureau, and the County’s Office of Emergency Services; and

WHEREAS, while this is a tremendous responsibility, **CAPTAIN ALMA ZAMORA** always takes time to check in with each of her team members to make sure they have all the tools they need to get their specific projects done in a timely, professional manner by providing direction, training, leadership, monitoring of progress and productivity, while giving and receiving value-added feedback; and

WHEREAS, CAPTAIN ALMA ZAMORA always makes herself available at all hours of the day or night to provide strong personal and professional employee growth; but also, to respond to emergencies, which come up at all hours, during which she answers our call for help without hesitation and, if need be, reports out to a scene to provide guidance; and

WHEREAS, CAPTAIN ALMA ZAMORA is a tremendous mentor who not only initiates praise, but also offers support and guidance by explaining the importance of staff and management roles, expectations, identifying applicable trainings, and assisting with skill-building goals, such as delegation, conflict resolution, and time management; and

WHEREAS, CAPTAIN ALMA ZAMORA is trusted and well-respected throughout the entire Sheriff’s Office because of her thoughtful demonstration of care, encouragement, guidance, and attention to staff needs,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby gratefully commends **CAPTAIN ALMA ZAMORA**, 2016 Women In County Government Development Champion Award Recipient, for her exemplary leadership and commitment to the County of San Mateo and the community she serves in San Mateo County.

WHEREAS, ALMA ZAMORA is the Captain of the County of San Mateo Sheriff’s Office Homeland Security Division, which is a highly complex and encompassing section of the department that includes the county’s SWAT Team, Bomb Unit, Crisis Negotiations Unit, Countywide Security Unit, the Emergency Services Bureau, and the County’s Office of Emergency Services; and

WHEREAS, while this is a tremendous responsibility, **CAPTAIN ALMA ZAMORA** always takes time to check in with each of her team members to make sure they have all the tools they need to get their specific projects done in a timely, professional manner by providing direction, training, leadership, monitoring of progress and productivity, while giving and receiving value-added feedback; and

Dated: December 6, 2016

SUPERVISORS:

WARREN SLOCUM *President*

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

RESOLUTION

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

Jessica Stanfill Mullin

As the

2016 Women in County Government

The Extra Mile Award Recipient

WHEREAS, JESSICA STANFILL MULLIN has a long career in public service which has included staff assignments in the offices of elected officials at the federal and state levels, working on housing policy for the County of San Mateo’s Housing Department, and serving as the San Mateo County – Santa Clara County Regional Public Affairs Manager with the League of California Cities; and

WHEREAS, JESSICA STANFILL MULLIN currently works as a Resource Conservation Program Manager within the County of San Mateo’s Office of Sustainability leading the Livable Communities Program which oversees the coordination of the Home for All initiative (a collaborative community effort to create more affordable homes for all county residents); and

WHEREAS, JESSICA STANFILL MULLIN coordinated the Closing the Jobs/Housing Gap Task Force, which developed the Home for All initiative, and was comprised of 55 members from all sectors of the community – local elected officials, business leaders, housing developers, non-profits, educators, community advocates and representatives of the real estate community; and

WHEREAS, during the time that the task force met over a ten month period, JESSICA STANFILL MULLIN devoted many early mornings and late evenings planning and preparing for meetings, developing a marketing brand for collateral materials and the website, handling logistics and coordinating a multi-department task force support team; and

WHEREAS, JESSICA STANFILL MULLIN has been attending City Council meetings, making presentations to clergy, business and foundation groups, developing a multifaceted work plan, and coordinating with staff, while utilizing her ability to establish new relations and build on existing ones that has contributed greatly to the success of these projects; and

WHEREAS, throughout her career, JESSICA STANFILL MULLIN has demonstrated a commitment to improving the community, been an excellent leader, a creative problem solver, and a thoughtful team member.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby gratefully commends JESSICA STANFILL MULLIN, 2016 Women In County Government Public Service – the Extra Mile Award Recipient for her exemplary leadership and commitment to the community in San Mateo County.

Dated: December 6, 2016

SUPERVISORS:

WARREN SLOCUM President

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

RESOLUTION

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

Felicia Flores

As the

2016 Women in County Government Rookie of the Year Award Recipient

WHEREAS, FELICIA FLORES began working for the County of San Mateo three and one-half years ago, holding positions in the Human Services Agency (H.S.A.) and the Human Resources Department (HR) in that time; and

WHEREAS, with H.S.A., **FELICIA FLORES** provided support to Self Sufficiency staff through data reporting and analysis, led various division-wide workgroups and initiatives, evaluated and recommended changes to operations, and provided ongoing training and support to all staff; and

WHEREAS, one year ago, **FELICIA FLORES** joined HR’s Administration Services and Organizational Development team to work on the department’s Performance Measures, STARS program, department contracts, facilities remodels and to assist with Engagement, Succession, and Wellness initiatives; and

WHEREAS, FELICIA FLORES also took on the role as the Regional Internship Program Coordinator of the Next Generation Committee coordinating a county-wide Job Shadow Day for over 30 high school students to educate them on job possibilities in the public service sector and oversaw the development of two Regional Internship Learning Forums: “Landing the Next Job” and “Making a Difference”; and

WHEREAS, FELICIA FLORES assumed the role of the Supported Training and Employment (STEP) Program Coordinator in which she worked with foster youth in helping them gain positive work experience by carefully assessing their needs, revising the Orientation Boot Camp, and creating Coach Reflection Surveys; and

WHEREAS, in addition, **FELICIA FLORES** managed the County of San Mateo’s first Career Development Day which featured a number of workshops and over 40 resource booths, created a successful employee 5K Friends and Family Fun Run, coordinated a Career Development Assessment Center, and managed the County’s first Innovation Summit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby gratefully commends **FELICIA FLORES**, 2016 Women In County Government Rookie of the Year Award Recipient, for her exemplary leadership and commitment to the County of San Mateo and the community she serves in San Mateo County.

WHEREAS, FELICIA FLORES began working for the County of San Mateo three and one-half years ago, holding positions in the Human Services Agency (H.S.A.) and the Human Resources Department (HR) in that time; and

Dated: December 6, 2016

SUPERVISORS:

WARREN SLOCUM *President*

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors



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



DATE: November 28, 2016
BOARD MEETING DATE: December 6, 2016
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John L. Maltbie, County Manager
John C. Beiers, County Counsel

SUBJECT: Agreement with Seton Medical Center

RECOMMENDATION:

Measure A: Adopt a resolution authorizing an agreement with Seton Medical Center for seismic upgrades, for the term of January 1, 2017 through December 15, 2030, in an amount not to exceed \$15,000,000.

BACKGROUND:

The **Measure A** one-half cent sales tax was approved by the voters in November 2012 and recently extended by the County's voters pursuant to Measure K in November 2016.

In adopting the **Measure A** sales tax and extending the tax through Measure K, the Board of Supervisors has identified as County priorities ensuring that hospitals and emergency rooms are seismically safe and remain open and that long term care beds remain available for low income patients, as well as ensuring the ongoing availability of low-income healthcare. In particular, when it adopted **Measure A**, the Board stated that it would considering the use of funds to provide "substantial assistance" to Seton Medical Center to rebuild and meet seismic standards so that it can continue providing critical healthcare services in the community.

DISCUSSION:

Seton Medical Center is a nonprofit hospital located in Daly City, California that serves as an important part of the County's health care safety net. County staff recognizes the importance of Seton's mission to provide medical care to underserved residents of the County, including Health Plan of San Mateo/Medi-Cal members and indigent County residents who receive healthcare under the County's Access to Care for Everyone program. Seton operates an emergency department and provides a significant number of long term care beds to low income patients.

Seton currently operates as an affiliate of the Verity Health System of California, Inc., and is managed by Integrity Healthcare, LLC, which is an affiliate of BlueMountain Capital Management, LLC. Beginning on December 15, 2018 through December 14, 2030, BlueMountain has the option to acquire the Verity Health System and, if BlueMountain exercise this option, the health system (and Seton) could cease to operate as not for profits.

Pursuant to statutory requirements and certain conditions imposed by the California Attorney General on continued operations of Seton as an affiliate of Verity Health System, Seton must complete certain seismic safety improvements by 2020. Seton contemplates expending at least five million dollars in the 2016-2017 fiscal year, and at least the same amount in each of the next two fiscal years (2017-2018 and 2018-2019). Seton has indicated that the total cost for the seismic upgrade project is expected to be up to sixty-five million dollars.

In order to assist Seton to continue to deliver health care services to County residents in the northern part of San Mateo County and to complete required seismic work that will allow it to continue to operate, staff recommends that this Board enter into an agreement pursuant to which the County will make a total of \$15,000,000 in grants available to Seton for its seismic project, with \$5,000,000 made available in the current fiscal year (2016-2017), and the same amount in each of the next two fiscal years (i.e., \$5,000,000 in 2017-2018 and \$5,000,000 in 2018-2019). These funds would be disbursed to Seton upon presentation of invoices establishing that Seton has incurred qualifying expenses related to the seismic upgrade work on the hospital.

While these funds are being made available to Seton in the form of grants, in the event that Seton ceases to operate as a non-profit hospital prior to 2030, Seton, or any successor entity of Seton, would be required to make grants for programming or activities benefiting residents of the County in an amount equal to what the instant agreement defines as "Outstanding Funding."

The agreement defines "Outstanding Funding" as the amount of money that the County makes available to Seton (anticipated to be \$15,000,000), provided that, beginning with the 2019-2020 fiscal year, the Outstanding Funding will be reduced by one-tenth at the end of each fiscal year (i.e., assuming that the County makes \$15,000,000 available to Seton for the seismic project, on the last day of the 2019-2020 fiscal year, the Outstanding Funding will be reduced to \$13,500,000).

If Seton ceases to operate as a non-profit hospital prior to 2030, Seton will make grants, as described above, in each of the four years after Seton ceases to operate as a non-profit hospital with the grants each year equal to one-quarter of the Outstanding Funding at the time Seton ceases to operate as a non-profit hospital. Thus, for example, if Seton ceased to operate as a non-profit hospital on July 1, 2020 and the Outstanding Funding is \$13,500,000, Seton would make \$3,375,000 in grants within one year of ceasing to be a non-profit hospital and would make \$3,375,000 in grants in each of the next three years.

FISCAL IMPACT:

The term of this agreement is January 1, 2017 through December 15, 2030 and the maximum fiscal obligation is \$15,000,000. Funds in the amount of \$5,000,000 are included in the FY 2016-2017 budget, and the same amount will be included in the FY 2017-2018 and FY 2018-2019 budgets. This agreement will be funded with proceeds from the **Measure A**/Measure K sales tax.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH SETON MEDICAL CENTER FOR SEISMIC UPGRADES, FOR THE TERM OF JANUARY 1, 2017 THROUGH DECEMBER 15, 2030, IN AN AMOUNT NOT TO EXCEED \$15,000,000

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

WHEREAS, the **Measure A** one-half cent retail (sales) and use tax was approved by San Mateo County voters in November 2012 and the County’s voters approved an extension of this sales tax in November 2016; and

WHEREAS, in adopting the **Measure A** sales tax and extending the tax through Measure K, this Board identified as County priorities ensuring that hospitals and emergency rooms in the County are seismically safe and remain open and that long terms care beds remain available for low income patients, as well as ensuring the ongoing availability of low-income healthcare; and

WHEREAS, in particular, this Board stated that it was considering the use of general funds from sale tax proceeds to provide substantial assistance to Seton Medical Center to rebuild and meet seismic standards so that it can continue to provide critical healthcare services in the community; and

WHEREAS, Seton Medical Center serves as an important part of the County’s healthcare safety net and this Board recognizes the importance of Seton Medical Center’s mission to provide medical care to underserved residents of the County; and

WHEREAS, this Board has been presented with a form of Agreement for the term of January 1, 2017 through December 15, 2030, pursuant to which the County would make grants to Seton Medical Center of up to \$15,000,000 for the seismic upgrade project at that hospital, provided that Seton Medical Center may be required to make grants to the County for programming or activities benefitting County residents if Seton Medical Center ceases to operate as a non-profit hospital prior to December 15, 2013; and

WHEREAS, this Board has reviewed and considered this form of Agreement, which accompanies this resolution, and has determined that it is in the best interest of the County and its residents to enter into it.

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

* * * * *

AGREEMENT BETWEEN SETON MEDICAL CENTER AND THE COUNTY OF SAN
MATEO FOR FINANCIAL SUPPORT FOR SEISMIC UPGRADES

I. RECITALS

Seton Medical Center, a California nonprofit corporation and licensed operator of a general acute care hospital of the same name in the City of Daly City (the “Hospital”) and the County of San Mateo, a political subdivision of the State of California (the “County” and, together with the Hospital, the “Parties”), enter into this Agreement whereby the County agrees to provide financial support for the Hospital for use in seismic upgrades at the Hospital site in exchange for the Hospital’s agreement to maintain its role as a non-profit safety net provider in San Mateo County for the periods and under the conditions set forth in this Agreement.

The Parties agree that the Hospital plays an important role in the County’s healthcare delivery system and that the Hospital is key to the continued success of this system in light of changes to healthcare policy that have occurred at the federal, state, and local levels.

The County has recognized and continues to recognize the importance of the Hospital’s mission to provide medical care to undeserved residents of the County, including Health Plan of San Mateo members and County residents who receive healthcare under the County’s Access to Care for Everyone (“ACE”) Program, and has determined that it is in the public interest to work with the Hospital to ensure its continuing viability as a component of the County’s medical safety net.

Pursuant to statutory requirements and certain conditions imposed by the California Attorney General on continued operations of Seton Medical Center as an affiliate of the Verity Health System, Seton must undertake certain seismic upgrades to its facilities by 2020 to meet and maintain OSHPD seismic compliance requirements through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 as amended by the California Hospital Facilities Seismic Act (the “Seismic Project”). Seton will seek to expend at least \$5,000,000 in the County’s 2016-2017 fiscal year, and at least the same amount in the County’s 2017-2018 and 2018-2019 fiscal years for such required seismic upgrades. The total cost of the Seismic Project is expected to be up to \$60,000,000. The Hospital intends to commit up to \$45,000,000 to the completion of the Seismic Project.

The Board of Supervisors of the County of San Mateo has emphasized the need to ensure the overall quality of health care in the County, as well as to ensure that hospitals, including Seton Medical Center, are earthquake safe. The Board of Supervisors has adopted, and the voters of the County have approved, Measure A and Measure K, which provide for a one-half cent sales and use tax for general fund purposes and considered the use of general funds to provide substantial assistance to the Hospital to rebuild to meet seismic standards, which will better allow Seton Medical Center to meet the overall health needs of the County.

The County, by way of this Agreement, hereby commits to make a grant to the Hospital of \$5,000,000 during the County’s 2016-2017 fiscal year, a grant of \$5,000,000 during the County’s 2017-2018 fiscal year, and a final grant of \$5,000,000 during the County’s 2018-2019 fiscal year provided that the Hospital shall use these granted funds exclusively for purposes of

funding the required seismic work, which shall consist of those costs customarily incurred in hospital based seismic remediation projects, including, but not limited to construction costs, architectural and engineering costs, attorney fees, such fees to be directly related to the Seismic Project, for example environmental reviews, permitting, contract negotiations, and the like, as well as the incurred costs of actual construction.

The parties recognize, however, that for the period from December 15, 2018 through December 14, 2030, upon certain terms and conditions, the Hospital may undergo a change of control whereby it would no longer be operated as a nonprofit facility. The Parties recognize that this may occur as a result of the exercise of an option to acquire the Hospital held by an affiliate of the Manager of Hospital, which option may be exercised pursuant to the terms of a Purchase Option Agreement dated December 14, 2015. The “Manager” is Integrity Healthcare, LLC, which agreed to provide management, administrative and support services to the sole member of Hospital, Verity Health System of California, Inc. At the same time as the management agreement and enhanced funding capacity was created, the Purchase Option Agreement was also created.

The Parties agree that, in the event that the Hospital does cease to be operated as a nonprofit entity, the grant funds received from the County by the Hospital pursuant to this Agreement shall be returned in the form of funding by the Hospital or its successor entities, for programming identified by the County to benefit its residents, in the manner set forth herein.

II. Term of the Agreement and Obligations of the Parties

In recognition of the foregoing recitals, the parties agree to the following:

1. The term of this Agreement shall begin on January 1, 2017 and shall end on December 15, 2030. If, however, Hospital ceases to be a non-profit entity at any point on or before December 15, 2030, the term of this Agreement shall end on the date on which the Hospital or any of the Hospital’s successor entities makes all of the payments called for in Section 9 of the Agreement.
2. During the term of this Agreement, the County shall make available to the Hospital \$15,000,000 that the Hospital may use only to pay for, or as reimbursement of expenses incurred for, planning, development and construction involved in seismic upgrades (“Qualified Expenses”) at the Hospital’s facility at 1900 Sullivan Avenue, in Daly City, California. The funding shall not exceed actual Qualified Expenses. The funds shall be made available and disbursed to the Hospital as follows:
 - a. \$5,000,000 shall be made available to the Hospital during the County’s 2016-2017 fiscal year (i.e., through June 30, 2017), not to exceed actual Qualified Expenses. Up to \$3,000,000 may be used to reimburse the Hospital for Qualified Expenses incurred by the Hospital prior to the first day of the term of this Agreement.
 - b. \$5,000,000 shall be made available to the Hospital during the County’s 2017-2018 fiscal year (i.e., from July 1, 2017 through June 30, 2018), not to exceed actual Qualified Expenses incurred or committed during the 2017 – 2018 fiscal year.

c. \$5,000,000 shall be made available to the Hospital during the County's 2018-2019 fiscal year (i.e., from July 1, 2018 through June 30, 2019), not to exceed actual Qualified Expenses incurred or committed during the 2017-2018 fiscal year.

d. To the extent monies which are to be made available in fiscal years 2016-2017, 2017-2018 and 2018-2019 are not fully expended (i.e. incurred or committed) by the Hospital on Qualified Expenses in each fiscal year, the shortfall in the use of the available total for each fiscal year shall continue to be made available in the following fiscal years, not to extend beyond fiscal year 2019-2020. For example, if \$4,000,000 is incurred and committed in each of the fiscal years involved in this grant, then \$3,000,000 shall be made available in the fiscal year 2019-2020.

e. The Hospital shall use the funds disbursed by the County pursuant to this Agreement to pay, in part, for the Seismic Project.

f. Funding under this Agreement will be used solely to support the work identified in this Section 2, and no funding shall be used to support the Hospital's general administrative expenses.

g. Within three business days of the initiation of each fiscal year, the funds to be made available will be disbursed into an escrow account to be arranged and agreed by the Parties in the amounts provided for in this Section 2. The escrow account will be managed by an escrow agent with explicit instructions for purposes of managing disbursements. The escrow agents will provide a regular reporting of all disbursements to the County and shall maintain all records of requests, invoices and receipts. The Parties agree to confer in good faith to develop and deliver to the escrow holder commercially reasonable escrow instructions regarding, among other things, the disbursement of funds to the Hospital for Qualified Expenses. Interest on the account shall accrue to the Hospital.

h. Funds will be disbursed by the escrow agent upon presentation by Hospital to the escrow holder, with a copy provided to the County at the address set forth in Section 12 of this Agreement, of invoices that comply with the escrow instructions and that substantiate, in the reasonable judgment of the escrow agent, Qualified Expenses. The Hospital will also be required to provide receipts for all paid invoices.

i. If the County objects to any disbursement request submitted by the Hospital to the escrow agent, the County will provide Hospital with a written statement of the specific nature of the County's questions within ten calendar days of notice of a request for a disbursement. If the County fails to provide an objection within that period, and the request is otherwise satisfactory to the escrow holder, the request will be deemed acceptable and the escrow agent will disburse the funds. Absent a later determination that false information was furnished or the funds were not spent on the Seismic Project, there shall be no retroactive disallowance of funding disbursements. The Hospital shall respond to the County's written statement within fifteen calendar days of actual receipt of the County's written statement. The parties to this Agreement shall meet and confer regarding any questions raised by the County and the escrow agent shall not be obligated to make any further disbursement until all of the County's questions regarding

the disbursement request have been resolved. If the parties cannot informally resolve any objection, the parties shall engage in mediation with a mutually agreed mediator before resorting to any other remedies available under law.

j. Jensen Partners, project manager for the Seismic Project (or any successor project manager), will provide a quarterly letter to the County providing a status update on the Seismic Project, and confirmation that both the Seismic Project is expected to meet the project's deadline and the proceeds disbursed by the escrow agent are Qualified Expenses and have been used exclusively for the Seismic Project. The County reserves the right to instruct the escrow agent to withhold disbursements if the County reasonably determines that the Seismic Project is not expected to meet the project's deadline, that the proceeds disbursed by the escrow agent are not Qualified Expenses, or that the use of disbursed funds is otherwise not in compliance with this Agreement, based on the Jensen Partners' letters or other evidence reliant on a third party expert that it is commercially reasonable to rely upon provided that the County shall provide the Hospital with notice and a reasonable period of time in which to cure. In no event shall County's total fiscal obligation under this Agreement exceed \$15,000,000.

3. Notwithstanding any other provision in this Agreement, County may terminate this Agreement, or any portion thereof, based upon evidence of unavailability of County funds by providing written notice to Hospital as soon as is reasonably possible after County learns of said unavailability of funding, but in no event shall such notice period be less than 90 days. Any funds then held in the escrow account as of the time of receiving notice shall remain in the account to be used for the Seismic Project as contemplated by this Agreement.

4. Hospital agrees and understands that as a result of this Agreement, neither the Hospital, nor its employees/agents acquire any of the rights, privileges, powers, or advantages of County employees.

5. Hospital agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Hospital and/or its employees/officers/agents in the performance of this Agreement, or any activities paid for, in whole or in part, from the funds made available to Hospital pursuant to the terms of this Agreement, including any sanctions, penalties, or claims of damages resulting from Hospital's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement. Such indemnity, however, shall not extend to any claims arising from the County's decision to make funds available under this agreement or to exercise any rights it may have under this Agreement or other legal responsibilities that it may have in connection with the Seismic Project, or otherwise under any applicable law.

6. Except as permitted in this Agreement, Hospital shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County unless such third party is a non-profit hospital which agrees to be bound the conditions imposed by the California Attorney General on Seton Medical Center by the Attorney General of California's letter dated December 3, 2015, approving the creation of the Verity Health System.

7. The County shall not be obligated to make available any of the funding provided for under this Agreement until insurance of the types and in the amounts reasonably satisfactory to the County has been obtained by the Hospital, and approved by the County's Risk Manager. Hospital shall furnish the County with certificates of insurance evidencing required coverage.

8. Hospital shall maintain all records related to this Agreement for at least 5 years after the end of the term of this Agreement.

9. If, at any time on or before December 15, 2030, the Hospital, or any successor entity of the Hospital, ceases to operate as a non-profit hospital, the Hospital, or any successor entity of the Hospital, shall be required to make grants for programming or activities benefiting the residents of San Mateo County ("Grants"), as identified and directed by the County Manager. The total amount of the Grants to be made will be based on the total amount funded by the County to the Hospital under this Agreement less an annual reduction of 10% beginning in fiscal year 2019-2020 ("Outstanding Repayment Amount"). The annual reduction of 10% will cease at the end of any fiscal year whereby the Hospital, or any successor entity of the Hospital, ceases to operate as a non-profit hospital. For avoidance of doubt, at the end of fiscal year 2019-2020, to the extent the County has funded \$15,000,000, \$13,500,000 will be deemed the Outstanding Repayment Amount. Grants will be in made in the following schedule and in the following amounts.

a. Within one year after Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make Grants in the total amount of one quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount is \$15,000,000, the Hospital or its successor for profit entity shall make \$3,750,000 in Grants.

b. Within two years after the Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make further Grants in the total amount of an additional one quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount, as reduced pursuant to section 9.a. of this Agreement, is \$11,250,000, the Hospital or its successor for profit entity shall make \$3,750,000 in Grants.

c. Within three years after the Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make further Grants in the total amount of an additional on quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit

hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount, as reduced pursuant to sections 9.a. and 9.b. of this Agreement, is \$7,500,000, the Hospital or its successor for profit entity shall make \$3,750,000 in Grants.

d. Within four years after the Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make further Grants in the total amount of the remaining one quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount, as reduced pursuant to sections 9.a., 9.b. and 9c. of this Agreement, is \$3,750,000, the Hospital or its successor for profit entity shall make \$3,750,000 in Grants.

10. This Agreement constitutes the sole Agreement of the parties to this Agreement 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 or amendments shall be in writing and signed by the parties.

11. This Agreement and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

12. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both:

- a) Transmitted via email to the email address listed below; and
- b) Sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Hospital, to:
<p>Name/Title: John Maltbie, County Manager</p> <p>Address: Hall of Justice and Records 400 County Center Redwood City, CA 94063</p> <p>Telephone: (650) 363-4634</p> <p>Email: jmaltbie@smcgov.org</p>	<p>Name/Title: John Ferrelli, CEO</p> <p>Address: 1900 Sullivan Ave Daly City, CA 94015</p> <p>Telephone: (650) 992-4000</p> <p>Email: johnferrelli@verity.org</p> <p>COPY TO:</p> <p>Verity Health Systems of California, Inc.</p> <p>Attn: J. Mark Waxman General Counsel MarkWaxman@verity.org 203 Redwood Shores Parkway Redwood City, California 94065</p>

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

SETON MEDICAL CENTER

By: _____

By: _____

San Mateo County Board of Supervisors

Date: _____

Date: _____

ATTEST:

By: _____

Clerk of Said Board



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: November 28, 2016
Board Meeting Date: December 6, 2016
Special Notice/Hearing: None
Vote Required: None

TO: Honorable Board of Supervisors
FROM: Mike Callagy, Assistant County Manager
SUBJECT: Study Session: California Marijuana Legislation

RECOMMENDATION:

Review the information provided in this Study Session and provide direction on how to proceed in light of the passage of California Proposition 64 on November 8, 2016 and the 2015 passage of new medical marijuana legislation.

BACKGROUND:

Recent changes to the way California legislates and regulates marijuana require the County to consider local legislation and regulations regarding the use, cultivation, manufacturing, distribution, transportation and sale of marijuana, for both medical and non-medical purposes. In 2015, the State Legislature passed the Medical Marijuana Regulation and Safety Act (MMRSA), a series of bills (AB 266, AB 243 and SB 643) addressing commercial activity and government regulations related to medical marijuana. The November 2016 ballot included Proposition 64, which legalized non-medical marijuana use for persons 21 and over, and established a regulatory framework for commercial activity associated with non-medical marijuana. The regulatory framework the County should consider will be outlined in depth during the study session.

Presently, County regulation of marijuana-related activity is limited to a 2009 ordinance regulating the licensing of marijuana collectives distributing medical marijuana. There are no collectives operating within the County's jurisdiction.

With respect to the medical marijuana legislation, MMRSA requires a local license to obtain a state license allowing the activities covered by MMRSA. Proposition 64, on the other hand, does not require local licensing to proceed with the activities it authorizes. However, Proposition 64 does require State licensing for commercial activities, and based on information to date from the State, this licensing and related regulatory framework is unlikely to be in place prior to January 1, 2018. Further, Proposition 64 authorizes local governments to impose more restrictive regulations than those provided in the legislation or imposed by the State.

DISCUSSION:

The issues presented by the changes in marijuana legislation and regulation touch on many different aspects of County governance, including, among other things, environmental health, agriculture, planning, public safety, and public health.

Regulatory Framework

Proposition 64 legalizes the sale of products containing chemical compounds, or cannabinoids, found in the resin of the marijuana (cannabis) plant. The most well-known cannabinoids are Tetrahydrocannabinol (THC) and Cannabidiol (CBD). THC is the chemical responsible for most of marijuana's psychological effects.

Products made with cannabis extract include, but are not limited to, oils, tinctures, waxes, vapes and food (known as “edibles”). These products are not classified as food nor drugs, but oversight of manufacturing processes will be similar. The State of California Department of Public Health (CDPH) will be licensing and inspecting all manufacturing facilities, and will develop the laboratory standards for testing the concentration of, and contamination in the products. CDPH will also develop compliance requirements, labeling and packaging standards, and product standards for all consumables, including, but not limited to, edibles manufactured with cannabis extracts.

Regulations for dispensing, or sales of marijuana and products made with extracts will be developed by the California Department of Consumer Affairs-Bureau of Medical Cannabis Regulation (BMCR). BMCR will also be licensing and inspecting all dispensaries.

There will be mandated and optional ongoing regulatory oversight at the local level for manufacturing and dispensing operations. Existing state regulations require permitting and inspecting by County Environmental Health Services for hazardous materials management at manufacturing facilities. County Fire will also be conducting routine inspections of manufacturing facilities. Local jurisdictions have the option of developing more restrictive operating requirements and additional inspection programs for manufacturing and dispensaries than the minimum standards being developed by CDPH and BMCR. With respect to any commercial cultivation that might be allowed, the Agricultural Commissioner may have oversight responsibilities over licensing of cultivators and cultivation activity, depending on the regulatory framework the State ultimately establishes.

Land Use

The legalization of marijuana poses a number of significant land-use issues. It is possible that existing zoning regulations could be interpreted as allowing indoor cultivation and storage in industrial districts, as well as indoor and outdoor cultivation throughout the rural areas of the County-zoned Resource Management and Planned Agricultural District. Indoor growing operations would likely involve tenant improvements, (e.g., electrical and ventilation work) that would trigger the need for

building permits, and, in some cases, use permits. Depending on how existing zoning regulations are interpreted, it might be argued that outdoor growing activities would not trigger Planning or Building permit requirements, as land clearing for purposes of preparing a field for crops is generally exempt from the County's Land Clearing and Coastal Development Permit (CDP) requirements.

Producing marijuana products is a manufacturing/industrial use that would arguably be allowed under existing zoning in industrial and commercial districts, in some cases subject to a use permit. To the extent marijuana is considered to be an agricultural product, processing facilities might also be allowed within the Planned Agricultural District (PAD), subject to a PAD permit, a CDP permit, and a Building permit.

Law Enforcement

The Sheriff's Office anticipates a number of challenges related to the legalization of non-medical marijuana, based, in part, on Colorado's experience with similar legislation. These challenges include increases in driving under the influence cases, safety concerns posed by processing laboratories producing marijuana products (primarily hash/honey oil) and black market cultivation, processing, sales and use. Related to these issues, there will be a need to provide additional training for staff regarding the investigation of cases involving marijuana impairment (there is no field testing device for marijuana), protocols for responding to processing laboratories, and addressing "black market" operations. The Sheriff's Office also anticipates increased community concern regarding personal cultivation in residential neighborhoods.

Public Health

The Health System is considering the impacts of Proposition 64 on public health. Prior to the passage of Proposition 64, 20% of respondents of a recent survey of adults in San Mateo County report being current users of marijuana, with 31% reporting that they intend to use marijuana should it become a legal substance. Part of the Health System's consideration is the US Food and Drug Administration's classification of marijuana as a Schedule I substance, which means that 1) there is no current acceptable medical use and 2) there is a high potential for abuse. Additional concerns include marijuana addiction and developmental delays connected to adolescent use; depression, anxiety and loss of motivation associated with regular use; and the fact that in 2010, marijuana use was the cause of the most emergency room visits for people under 21 years of age, even higher than alcohol.

Next Steps

The immediate effects of Proposition 64 (pending the State adopting a regulatory framework) are, primarily, (1) the possession and use of personal amounts of marijuana is no longer a crime for persons over the age of 21, subject to certain location restrictions, and (2) persons over the age 21 are permitted to grow marijuana for personal use either indoors and (absent local regulation) outdoors. In terms of immediate next steps, your Board may wish, in light of the second issue and uncertainty

as to when the State will adopt a regulatory framework, to consider an emergency ordinance imposing a moratorium on marijuana activities that the County may regulate, the primary impacts of which would be a temporary prohibition of personal cultivation outdoors and a prohibition on commercial activities related to marijuana, such as commercial cultivation, processing and sales, until the County has established local regulations for such commercial activities. In general, the issues raised in this study session invite further consideration, including how the County will exercise its regulatory responsibilities over marijuana activities and whether the County should coordinate its efforts in this area with the cities in the County.

FISCAL IMPACT:

The full fiscal impact is unknown at this time and will likely depend on what regulatory provisions the State of California establishes.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Planning and Building



Date: November 15, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Steve Monowitz, Community Development Director

Subject: Introduction of an ordinance adopting the 2016 California Building Standards Code and Amending the San Mateo County Ordinance Code, Division VII (Building Regulations)

RECOMMENDATION:

Introduction of an ordinance adopting the latest editions of the 2016 California Building Standards Code, repealing and replacing the San Mateo County Ordinance Code, Division VII, Building Regulations, and repealing Chapter 3.84 of the County Ordinance Code, by making the required findings in Attachment A, waive the reading of the ordinance in its entirety.

BACKGROUND:

Proposal: The Planning and Building Department proposes the adoption of the 2016 California Building Standards Code as required by State law, and corresponding amendments to the San Mateo County Ordinance Code, Division VII (Building Regulations), in addition to local amendments to the California Building Standards Code to address specific concerns within unincorporated San Mateo County.

State Code Requirements: The California Building Standards Commission has adopted the 2016 California Building Code(s) based on the International Building Code (IBC), International Residential Code (IRC), International Fire Code (IFC), International Existing Building Code (IEBC), Uniform Mechanical Code (UMC), Uniform Plumbing Code (UPC), National Electrical Code (NEC). Construction Codes are published and adopted by the State of California on 3-year cycles. The International Code Council (ICC) and the International Association of Plumbing and Mechanical Officials (IAPMO) develop construction and public safety codes on a triennial calendar through a governmental consensus process. This system of code development has provided the citizens of the United States the highest level of safety in the world for more than 90 years. The most recent adoption by the State was the 2016 Edition of the California Building Standards Code, which is based on the new model codes of the International Code Council and International Association of Plumbing and Mechanical Officials.

Local jurisdictions are required to enforce these regulations as adopted by the State. A city, county, or city and county may establish more restrictive building standards deemed reasonably necessary because of local climatic, geological or topographical conditions. The Planning and Building Department (the Department) proposes to make local amendments, as discussed below.

DISCUSSION:

Included below is the necessary information and discussion to amend specific sections of the California Building Standards Code in order to address local issues concerning San Mateo County (County). The proposed Building Regulations are a comprehensive re-write of the previous version that includes modifications to the San Mateo County Building Regulations, Division VII. These include: (1) Building Safety Score for Fire Sprinkler requirements, Sections 9105, 9113 and 9135; (2) "Plastic plumbing" restriction, when used inside of a structure, to single family houses and duplexes, Section 9191; and (3) Added Definitions, Sections 9102 and 9112. Facts and findings are required for a majority of the code modifications found within the Building Regulations.

Local jurisdictions are required to re-adopt local amendments each time the State adopts new building codes. A local jurisdiction must approve findings showing local climatic, geological, or topographical conditions exist that necessitate all but administrative local amendments.

A. **PROPOSED LOCAL AMENDMENTS**

Each of the local amendments below includes discussion in the following four areas: (1) Proposed Amendment Summary; (2) Finding(s); (3) Local Conditions and Impacts; and (4) Recommendations and Proposed County Code Language.

1. **Definitions and Modifications to Existing Fire Sprinkler Requirements**

a. **Proposed Amendment Summary**

Pursuant to State law, the Board of Supervisors of San Mateo County, in its ordinance amending the 2016 California Building Standards Code, amends provisions of the California Building Standards Code as it pertains to the regulation of the life, health and safety of building occupants. Specifically such amendments include: Definitions to include (1) Accessory Structure, (2) Bedroom and/or Sleeping Room, (3) Driveway, (4) Habitable Space, (5) Kitchen; Plastic plumbing, when used within structures, is limited to single family and two family residences; Existing structures, with specific exceptions, must install Automatic Fire Sprinkler Systems. These amendments are discussed as a group because they are all safety related and are all affected by the same local conditions.

b. Finding

Pursuant to State law including but not limited to Sections 13143.5, 18941.5, 17958.5 and 17958.7 of the California Health and Safety Code, the governing body of San Mateo County finds that the above changes or modifications are reasonably necessary because of certain local climatic, geological and topographic conditions as described below which create situations which can and do result in uncontrollable fire situations which can and do result in harm and danger to life and property in the community.

All of the proposed safety related amendments help protect structures and firefighters during a fire. The ability to identify and determine what an accessory structure and/or bedroom/sleeping room is as well as what is considered habitable space helps reduce the incidence of death in the event of a fire. Fire sprinklers help suppress fires inside of a building and a Driveway meeting minimum standards allows firefighters to more readily access structures in an emergency.

c. Local Conditions

The following local conditions make the above amendments necessary to the California Building Standards Code in order to provide a reasonable degree of fire and life safety in San Mateo County.

CLIMATIC

Precipitation and Relative Humidity

Precipitation, in normal years, can range from 15 to 24 inches per year with an average of approximately 20 inches per year. Ninety-six percent (96%) falls during the months of October through April and four percent (4%) from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to frequent periods of drought – Currently, the area has been in an unprecedented drought since 2012. May 2001 was also rated as the fifth driest May in California records; 2001 also experienced the 17th driest November-February, the 16th driest November-March, the 24th driest October-May, and the 23rd driest June-May periods. Similar periods of continued drought may be expected locally in the future.

Relative humidity remains in the middle range most of the time. It ranges from 45 to 65 percent in the winter. It occasionally falls as low as 15 percent.

Impact

The average rainfall in the County is frequently surpassed by concentrated periods of heavy rainfall. These factors, combined with soil types, terrain and existing road systems, have led to landslides and flooding across the State, the County, and private road systems. The blockage of access routes delays or prevents the ability of fire apparatus to respond to the scene of an emergency.

During 1982 and again in 1998, these conditions resulted in closures of Highway 1 in the Devil's Slide area, Highway 84 in the La Honda area, and Pescadero Road in the Pescadero area for extended periods. Many other County-maintained roads also experience landslides, resulting in closures, or limited traffic capabilities for fire apparatus. Although roads known to be susceptible to closure have been identified by CalTrans and the County, clearing of these routes is dependent upon knowledge and availability of resources. Thus, a road closure could prevent firefighter access during a critical period.

Following past rains, partial or complete road blockages were found on Tunitas Creek Road, Bear Gulch West, Oak Knoll, Springdale, Glenloch Way, Alpine Road, Cloverdale, and Pescadero Road.

Temperatures

Temperatures from June through September average above 80° F. Temperatures as high as 110° F have been recorded, and it is not unusual to experience several continuous days with temperatures in the mid to high 90s. These extended periods occurred in July 1988, July 1990, October 1991 and in August and September 1998.

Impact

High temperatures cause rapid fatigue and heat exhaustion of fire-fighters, thereby reducing their effectiveness and ability to control large wildland fires, which can endanger buildings, or large fires involving either interiors or exteriors of buildings. This limited ability results in losses of buildings without automatic fire protection systems.

Local high temperatures occasionally cause loss of electrical power in all or portions of communities within the County due to overloading from air conditioning equipment or other temperature-related stresses on the electrical utilities. Water storage and delivery systems within the County depend primarily or entirely upon electrical power for both domestic and fire flow delivery. Extended periods of power loss reduce the amount of storage available for suppression of wildland and structural fires.

Another impact from high temperatures is that combustible building materials and non-irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the atmosphere surrounding the materials being of a higher temperature reduces the effectiveness of the water being applied to the burning materials. This requires that more water be more effectively applied, which in turn requires more fire department resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the fire departments.

Winds

Prevailing winds in the area are from the west. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 12 miles per hour (MPH) range, gusting to 25 to 35 MPH. Forty (40) MPH winds are experienced and winds up to 55 MPH have been registered locally.

Impact

Winds such as those experienced locally can and do cause fires (interior and exterior) to burn and spread rapidly. Fires involving non-irrigated weeds, grass and brush can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the fire department very quickly, even by relatively moderate winds. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shake or shingle roofs.

Local winds frequently cause damage to electrical transmission lines which then arc, spark and/or break. This can start fires on untreated wood shake or shingle roofs or in dry vegetation, which can spread to nearby untreated wood shake or shingle roofs.

Additionally, when power lines are broken by winds, they can result in power outages in large portions of the County.

Local winds frequently cause the breakage of limbs and branches of trees. It is not unusual for local winds to cause trees to fall. In many instances, damage occurs in trees adjacent to electrical transmission and distribution lines. During December 1997, these winds caused broken tree limbs to break power lines, resulting in fires. In 1998, the fire in Frenchman's Creek burned approximately 35 acres. The fire burning concurrently in Tunitas Creek burned more than 45 acres of grass, brush, and timbered areas, and resulted in the destruction of a year-round dwelling and another structure.

When interior building fires break open windows, winds can cause smoke and fire to quickly spread to other portions of the building via interior and exterior openings. An interior blowtorch effect can be created by wind when windows on more than one side of the building are open. When an interior fire ventilates through the roof of a building, regardless of the type of roof construction, sparks and embers from the fire are carried by winds to other roofs and to dry weeds, grass and brush, thereby starting additional fires.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the fire department on fires involving interior areas of buildings. Local winds will continue to be a definite factor toward causing major fire losses to buildings not provided with automatic fire sprinkler systems. National statistics frequently cite wind conditions such as those experienced locally as a major factor where conflagrations have occurred.

GEOLOGICAL

Seismicity

The majority of the County encompasses areas classified as Seismic Design Category E, which is the most severe earthquake category. Buildings and other structures in Category E can experience major seismic damage. Within San Mateo County are active faults such as San Andreas, San Gregorio, Seal Cove, and other lesser faults. Earthquake activity with nearby epicenters have the potential for the following impacts.

Impact

A major earthquake could result in the cutting-off of response routes of fire companies by collapsing buildings, overpasses and bridges throughout the County.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which in turn cause power failures while at the same time starting fires throughout the County. The occurrence of multiple fires will quickly disperse existing fire department resources, thereby reducing and/or delaying their response to any given fire.

Even minor seismic activity has an adverse impact on fire protection. Any earth movement, which causes buildings to move, creates cracking and warping of fire walls, smoke barriers, door frames, etc., thereby negating the effectiveness of these structural elements which are intended to prevent fire and smoke from spreading throughout a building.

Soils

The area is replete with various soils which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, and are plastic and tend to liquefy, depending upon moisture content.

Impact

The swelling, shrinking, shifting and settling of local soils cause shifting and warping of buildings built upon them. As noted above, any earth movement, which causes buildings to move, creates cracking and warping of fire walls, smoke barriers, door frames, etc., thereby negating the effectiveness of structural elements intended to prevent fire and smoke from spreading throughout a building.

Additionally, these soils are susceptible to seismic shock and moisture concentrations. This may result in landslides in hilly and creek side areas, which often exceed 30 percent slopes and can obstruct roads used for response by the fire department. Such restriction of response routes can result in major fire losses in locations where these structures have no automatic fire protection systems such as sprinklers.

TOPOGRAPHIC

Vegetation

Highly combustible dry grass, weeds and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. When these areas experience wildland fires, they immediately threaten nearby buildings. This condition can be found throughout the County, especially in those developed and developing areas of the County, which interface and intermix with adjoining wildlands.

Examples of fires of this type include the San Mateo Highlands in 1988, Devonshire Canyon in 1990, and Palomar Park in 1991. On the morning of October 16, 1991, a structure fire occurred on Sylvan Way in Emerald Lakes Hills. The fire quickly spread to adjacent trees and vegetation, and debris and ash fell into unburned vegetation and onto adjacent structures in an area more than 400 feet around the fire. The morning fog, which cleared during suppression activities, contributed to the lack of fire spread in the vegetation. An undetected ember landed in an abandoned redwood septic tank approximately 175 feet from the fire, and smoldered for nearly twelve hours before breaking into open flame and spreading to surrounding grasses.

Impact

Fire involving large areas of dry vegetation can quickly grow to a magnitude beyond the control capabilities of a fire department. When such a situation occurs, fire department resources may not be able to prevent major fire losses in locations with such conditions.

Surface Features

The arrangement and location of natural and man-made surface features, including hills, creeks, highways, housing tracts, individual dwelling units, commercial development, open space areas, streets and roads, combine to limit feasible response routes for fire department resources in and to County areas.

Impact

The limited number of response routes and lack of feasible alternate routes subject responding fire department units to significant delays in arriving at fires. As the community and

environs continue to grow without compensating increases in traffic arterials, the traffic congestion problem becomes correspondingly worse. Delays result in an insufficient number of fire department resources arriving early to effectively control fires involving buildings with interiors not having automatic fire protection systems. The result can be serious fire losses at such buildings.

Additional delays including total blockage of existing access routes must be anticipated particularly where they traverse the hilly areas serving many communities. These delays result from a combination of residents attempting to flee or enter the fire area and spectators driving and/or parking along normal or alternate access roads. Fire damage from these delays and complete inability to reach fire scenes by fire apparatus is intensified and results in the need for additional suppression resources to obtain control.

Buildings, Landscaping and Terrain

Many of the new buildings and building complexes have building and landscaping features and designs, which preclude or greatly limit any approach or operational access to their exteriors by fire department vehicles. There are many buildings to which access by firefighting personnel to all but one side is made virtually impossible due to landscaping, fences, slopes or other buildings.

Impact

When fire department vehicles and personnel cannot gain access to the exteriors of buildings involved with fire, it becomes necessary to conduct all extinguishing and ventilating operations via the interior. It also requires that equipment must be carried for long distances from fire vehicles to the fire location. Such operations quickly exhaust fire personnel both in numbers and in stamina. Access problems often result in severely delaying, misdirecting or making impossible fire and smoke control efforts such as locating the seat of the fire, applying hose streams and locating and opening windows or roofs for ventilation. This can result in extensive heat, smoke and water damage in much of the building not originally involved in the fire. Access problems increase the potential for, and numbers of, injuries sustained by firefighting personnel.

The combination of buildings without fire sprinkler systems located in close proximity to each other, and with impeded access for the

fire department, can readily result in multiple building fires and major fire losses.

Electrical Power Transmission Equipment

Above-ground electrical power transmission lines suspended on poles and towers exist throughout the County. Many power line poles are located adjacent to streets and roads and many of the transmission wires are suspended above large areas of dry vegetation and near untreated wood shake or shingle roofs. Most of the electrical power provided within the County is supplied via above-ground facilities.

Impact

Above-ground electrical power transmission lines are subject to damage from overloading, winds, trees, earthquakes and collisions from motor vehicles and aircraft.

When damaged, these facilities often start fires involving dry vegetation from the resultant arcing and sparking. Frequently, such damage results in numerous fires being started simultaneously, thereby quickly dispersing available fire department forces. This in turn results in delayed and/or limited response by the fire department to any given fire, thereby causing excessive fire damage due to limited fire department capacity.

Damaged electrical lines often fall onto streets, thereby obstructing response routes from fire stations to fire locations, which again results in excessive fire damage due to limited and/or delayed response by the fire department.

Also, damage to electrical transmission lines frequently results in large areas of the community being without power for extended periods of time. Unless a building involved in a fire located in a powerless area has its own automatic fire alarm system containing an emergency power supply or fire sprinkler system, fire can result in major damage and possible loss of life.

Additionally, the existence of above-ground electrical transmission poles and lines along streets and near buildings often results in partial to complete obstruction of exterior operations and access to the building by fire department aerial apparatus. This again limits the effectiveness and capabilities of the fire department and contributes to extensive fire losses.

d. **Recommendations and Proposed County Code Language**

The Planning and Building Department recommends the following amendments to the California Building Standards Code because they are necessary to mitigate the above-described impacts, which are caused by local climatic, geological and topographic conditions.

Definitions: Accessory Structure, Bedroom/Sleeping Room, Driveway, Habitable Space, and Kitchen

This proposed amendment would allow the County to clearly define features of a project within the unincorporated area of San Mateo County.

State Code Provisions, Section 202 – Definitions

The State has only defined *Habitable Space* and a *Kitchen* in previous code cycles.

Proposed Provision, San Mateo County Ordinance Code, Division VII, Chapter 2, Article 1, Section 9102 and Chapter 2, Article 2, Section 9112

1. The following requirements shall apply to all **new** buildings or structures and **existing** buildings or structures undergoing modifications as permitted by San Mateo County.
 - a. A detached structure or building that is accessory to and incidental to that of the main structure and that is located on the same lot shall be classified as an accessory structure.
 - b. A room used for sleeping purposes shall have a minimum floor area of seventy (70) square feet and shall be not less than seven (7) feet in any direction. A study, sewing room, sitting room, office, den, or similar room shall be considered a bedroom/sleeping room if it contains a closet, alcove, indentation, or wing wall which creates an area greater than eighteen (18) inches in depth.
 - c. A space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls,

storage or utility spaces and similar areas are not considered habitable spaces. An accessory structure containing a bathroom, where the bathroom is larger than four (4) feet six (6) inches by four (4) foot six (6) inches and/or contains more than a single water closet and/or a single lavatory, on a residential property, shall be considered Habitable Space.

- d. Any room or space used, intended, or designated to be used for cooking and preparing of food. Rooms which contain appliances or equipment such as microwave ovens, gas or electric cook tops or ovens, toaster ovens and similar appliances shall constitute a room or area, intended or designated as a kitchen.

2. The following requirements shall apply to all **new** buildings or structures as permitted by San Mateo County.

- a. A vehicular access that serves no more than two (2) buildings, with no more than three dwelling units on a single parcel, and any number of accessory buildings shall be considered a driveway. New driveways serving one (1) and two (2) family dwellings shall be constructed to the following minimum standards:
 - i. A minimum of 6 inches of compacted Class II base rock and 3 inches of asphaltic concrete, for slopes up to 15%.
 - ii. Slopes between 15% and 20% shall have an engineered surface such as rough, grooved concrete.
 - iii. Slopes shall not exceed 20%.
 - iv. A minimum unobstructed width of a 12 foot traffic lane and sixteen 16 feet unobstructed horizontal clearance.

Fire Sprinkler Requirement Modifications

This proposed amendment would require that automatic fire extinguishing systems be provided in existing structures, with specific exceptions.

The primary proposed modification to the existing fire sprinkler requirements is that the current requirement for installation of fire sprinklers in existing buildings is based on a valuation criteria. In order to eliminate arbitrary valuations of projects a “Building Safety Score”, taken from the prior model code language, as modified by San Mateo County, is proposed. The “Building Safety Score” sets clearly defined criteria to be used in the assessment of a projects need for fire sprinkler installation.

State Code Provisions, Section 903.2. Automatic Sprinkler Systems – Minimum Requirements

Section 903.2 requires the installation of automatic fire sprinkler systems in all new buildings and structures.

Proposed Provision, San Mateo County Ordinance Code, Division VII, Chapter 2, Article 1, Section 9105; Chapter 2, Article 2, Section 9113; and Chapter 2, Article 3, Section 9135

1. The following proposed requirements shall apply to all existing buildings or structures that require a building permit issued by San Mateo County.
 - a. All existing one- and two-family dwellings, buildings and/or structures shall be provided with an automatic fire sprinkler system when any of the following conditions occur:
 1. Where a Building Safety Score, as calculated per item A, is less than 17.
 - A. Residential Building Safety Score Equation
 1. $\text{Stories} = (\text{Number of allowed stories} = 3) - (\text{Proposed stories}) \times 7 (\text{Construction factor}) = X$
 2. $\text{Area equation} = (\text{Allowable area} = 3,600) - (\text{proposed area}) \times .005 = Y$
 3. $X + Y = \text{Building Safety Score}$
 4. Minimum score = 17 (Scores below 17 require automatic sprinkler systems)

5. Fire Hazard Severity Zone: LRA & SRA Adjustment (- 5)
6. 1 Hour rated construction in addition (+5)
2. Alterations that create additional bedrooms as defined herein, greater than four (4), within the existing conditioned space.
3. Additions and or alterations that create a two-family dwelling where a one-family dwelling existed.
4. Automatic sprinklers shall be installed in any one- and two-family garage, carport or breezeway attached to any structure for which an automatic sprinkler system is required. A detached one and two-family garage, not containing any habitable space, 1,000 square feet or more shall require the installation of an NFPA-13D automatic fire sprinkler system.
5. The addition of a second story to a one- or two-family dwelling, where a second story did not previously exist, regardless of a Building Safety Score result.
6. Additions, alterations or modifications to any existing structure containing automatic fire sprinklers shall require the extension or modification of the fire sprinkler system throughout the added, altered, or modified areas.

Plans for the installation, extension or modification of an automatic fire sprinkler system shall be submitted to the Planning and Building Department of San Mateo County for review and approval by the appropriate fire agency.

Additions, alterations, and/or remodels to an existing dwelling previously equipped with automatic fire sprinklers shall require the submittal of five sets of sprinkler plans and three sets of hydraulic calculations. All components of the existing system shall be submitted for review in order to determine compliance with the applicable standards.

7. All automatic fire sprinkler systems shall comply with the currently enforced edition of NFPA-13, NFPA-13D, NFPA-13R and any additional County specifications, or modifications imposed by supplemental rules and regulations adopted by the County of San Mateo.

8. The installation of an automatic fire sprinkler system may be required by the Building Official when an alteration, addition or change in use or occupancy of a building or portion of a building thereof increases the hazard of fire or threat to life and safety.
9. The requirements of this section are intended to represent minimum standards for construction. Nothing in this section shall prohibit the voluntary installation of automatic fire sprinkler systems.

**Proposed Provision, San Mateo County Ordinance Code,
Division VII, Chapter 2, Article 8, Section 9191**

§604.1. Pipe, Tube, and Fittings. [Amended] Pipe, tube, fittings, solvent cements, thread sealants, solders, and flux used in potable water systems intended to supply drinking water shall be in accordance with the requirements of NSF 61. Where fittings and valves are made from copper alloys containing more than 15 percent zinc by weight, and are used in plastic piping systems, they shall be resistant to dezincification and stress corrosion cracking in accordance with NSF 14.

Materials used in the water supply system, except valves and similar devices, shall be of a like material, except where otherwise approved by the Authority Having Jurisdiction.

Materials for building water piping and building supply piping shall comply with the applicable standards referenced in Table 604.1.

Exception: Except as otherwise approved by the Authority Having Jurisdiction for deleterious conditions, when the use of CPVC, PEX, and/or PVC is within a structure, it shall be limited to Group R-3, one- and two-family dwellings.

§701.2. Drainage Piping. [Amended] Materials for drainage piping shall be in accordance with one of the referenced standards in Table 701.2 except that:

- (1) No galvanized wrought-iron or galvanized steel pipe shall be used underground and shall be kept not less than 6 inches (152 mm) above ground.

- (2) Except as otherwise approved by the Authority Having Jurisdiction for deleterious conditions, ABS and PVC (DWV) piping installations shall be limited to not more than two stories of Group R-3 one- and two-family dwellings, and shall be installed in accordance with applicable standards referenced in Table 1701.1, of the California Plumbing Code, and the California Building Code.
- (3) No vitrified clay pipe or fittings shall be used above-ground or where pressurized by a pump or ejector. They shall be kept not less than 12 inches (305 mm) belowground.
- (4) Copper or copper alloy tube for drainage and vent piping shall have a weight of not less than that of copper or copper alloy drainage tube type DWV.
- (5) Stainless steel 304 pipe and fittings shall not be installed underground and shall be kept not less than 6 inches (152 mm) aboveground.
- (6) Cast-iron soil pipe and fittings shall be listed and tested in accordance with standards referenced in Table 1701.1. Such pipe and fittings shall be marked with the country of origin and identification of the original manufacturer in addition to markings required by referenced standards.

§903.1. Applicable Standards. [Amended] Vent pipe and fittings shall comply with the applicable standards referenced in Table 701.2, except that:

- (1) No galvanized steel or 304 stainless steel pipe shall be installed underground and shall be not less than 6 inches (152 mm) aboveground.
- (2) Except as otherwise approved by the Authority Having Jurisdiction for deleterious conditions, ABS and PVC (DWV) piping installations shall be limited to not more than two stories of Group R-3 one- and two-family dwellings, and shall be installed in accordance with applicable standards referenced in Table 1701.1, of the California Plumbing Code, and the California Building Code.

B. PROPOSED ADMINISTRATIVE AMENDMENTS

In addition to the adoption of the California Building Standards Code with the above-proposed local amendments, the proposed ordinance also re-adopts San Mateo County Ordinance Code, Division VII and amends several sections of the San Mateo County administrative codes. Administrative codes are not held to the

same standard as building codes, in that no specific findings are required to adopt these regulations. These administrative codes contain such standards as permit requirements, application procedures, the number of plan sets required, permit term limits, and similar procedures. The proposed adoption and/or amendments include the following topics: (1) adopting the 2016 California Building Standards Code, California Building Code, Section 9100; (2) adopting California Residential Code, Section 9110; (3) adopting California Fire Code, Section 9120; (4) adopting California Historical Building Code, Section 9150; (5) adopting California Existing Building Code, Section 9160; (6) adopting California Mechanical Code, Section 9170; (7) adopting California Electrical Code, Section 9180; (8) adopting California Plumbing Code, Section 9190; (9) adopting California Energy Code, Section 9200; (10) adopting California Green Building Standards Code, Section 9210; adopting International Property Maintenance Code, Section 9220.

1. **Deleted Requirements of Building Regulations**

The Department proposes to remove the prohibition of plastic plumbing in one- and two-family dwellings as well as the Building Permit requirements for temporary storage units.

a. **Plastic Plumbing**

Plastic plumbing, both for domestic water distribution and drain, waste, and vent, have been code approved for residential purposes and available for use nationally since the late 1960's. The current prohibition on the use of plastic plumbing in San Mateo County took affect towards the end of the 1970's.

With the increased use of flame retardant furnishings, reduced flame and smoke spread characteristics of interior surface finishes, and increased usage of Automatic Fire Sprinkler Systems as mandated for all new residences and existing residences as found in Sections 9114 and 9123 of this code, the previous findings for the prohibition of plastic plumbing are no longer relevant.

Additionally, plastic plumbing for drainage has been limited for use in residential construction nationally since 1973. Plastic plumbing for water distribution has been limited for use on the exterior of all projects since 1973 and within residential construction since 1982.

b. **Temporary Storage Units**

The regulation and mandatory permitting of Temporary Storage Units has been found to be outside of the scope of the Building Regulations, as

there are no available standards for construction placement of the Storage Units.

2. **Adoption of the California Building Code, Residential Code, Fire Code, Historical Building Code, Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, Green Building Standards Code, and International Property Maintenance Code.**

a. **Proposed Amendments**

These sections adopt the latest editions of the Construction Codes with referenced appendices.

- b. As stated previously, new editions of the Construction Codes have been adopted in this triennial edition of the California Building Standards Code. In order to effectively administer the County Ordinance Code and the California Building Standards Code, it is necessary for the County to specifically adopt these latest editions, with local amendments as noted in this report.

c. **Proposed Ordinance Code Language**

Division VII. Chapter 2. Adoption of 2016 California Building Standards Code. The latest adopted editions of the 2016 California Building Standards Code, Title 24, excluding California Administrative Code, Title 24, Part 1 and including the 2016 California Building Code, Title 24, Part 2; 2016 California Residential Code, Title 24, Part 2.5; 2016 California Fire Code, Title 24, Part 9; 2016 California Historical Building Code, Title 24, Part 8; 2016 California Existing Building Code, Title 24, Part 10; 2016 California Mechanical Code, Title 24, Part 4; 2016 California Electrical Code, Title 24, Part 3; 2016 California Plumbing Code, Title 24, Part 5; 2016 California Energy Code, Title 24, Part 6; 2016 California Green Building Standards Code, Title 24, Part 11; 2015 International Property Maintenance Code; 2016 California Reference Standards Code, Title 24, Part 12; are hereby adopted by reference except as otherwise provided in Division VII, as the Building Code of the County of San Mateo. A copy of the "California Building Standards Code" is on file at the San Mateo County Building Inspection Section. The mandatory requirements of the

adopted appendices to the California Building Standards Code shall be enforceable to the same extent as if contained in the body of the Building Code. Any amendments, errata and/or emergency supplements to this code shall be enforceable to the same extent as if contained in the body of the “California Building Standards Code.”

Section 9100. Adoption of 2016 California Building Code. The latest adopted edition of the 2016 California Building Code, Title 24, Part 1, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices G through J and Appendix M within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Building Code” is on file at the San Mateo County Building Inspection Section.

Section 9120. Adoption of 2016 California Residential Code. The latest adopted edition of the 2016 California Residential Code, Title 24, Part 2.5, is hereby adopted and incorporated by reference. In addition, Division II within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Residential Code” is on file at the San Mateo County Building Inspection Section.

Section 9130. Adoption of 2016 California Fire Code. The latest adopted edition of the 2016 California Fire Code, Title 24, Part 9, is hereby adopted and incorporated by reference. In addition, Sections 305, 307, 308, 311, appendices B, C, D, K, I, and N within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Fire Code” is on file at the San Mateo County Building Inspection Section.

Section 9150. Adoption of 2016 California Historical Building Code. The latest adopted edition of the 2016 California Historical Building Code, Title 24, Part 8, is hereby adopted and incorporated by reference. In addition, all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California

Historical Building Code” is on file at the San Mateo County Building Inspection Section.

Section 9160. Adoption of 2016 California Existing Building Code.

The latest adopted edition of the 2016 California Existing Building Code, Title 24, Part 10, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Existing Building Code” is on file at the San Mateo County Building Inspection Section.

Section 9170. Adoption of 2016 California Mechanical Code.

The latest adopted edition of the 2016 California Mechanical Code, Title 24, Part 4, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices B through D and Appendices F and G, within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Mechanical Code” is on file at the San Mateo County Building Inspection Section.

Section 9180. Adoption of 2016 California Electrical Code.

The latest adopted edition of the 2016 California Electrical Code, Title 24, Part 3, is hereby adopted and incorporated by reference. In addition, Annexes A through J, within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Electrical Code” is on file at the San Mateo County Building Inspection Section.

Section 9190. Adoption of 2016 California Plumbing Code.

The latest adopted edition of the 2016 California Plumbing Code, Title 24, Part 5, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices G through J and Appendix M within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Plumbing Code” is on file at the San Mateo County Building Inspection Section.

Section 9200. Adoption of 2016 California Energy Code. The latest adopted edition of the 2016 California Energy Code, Title 24, Part 6, is hereby adopted and incorporated by reference within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Energy Code” is on file at the San Mateo County Building Inspection Section.

Section 9210. Adoption of 2016 California Green Building Standards Code. The latest adopted edition of the 2016 California Green Building Standards Code, Title 24, Part 11, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices G through J and Appendix M within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Green Building Standards Code” is on file at the San Mateo County Building Inspection Section.

Section 9220. Adoption of 2015 International Property Maintenance Code. The latest adopted edition of the 2015 International Property Maintenance Code is hereby adopted and incorporated by reference within the referenced standard above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “International Property Maintenance Code” is on file at the San Mateo County Building Inspection Section.

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

The adoption of the 2016 California Building Standards Code(s) and amendment of the San Mateo County Ordinance Code, Division VII (Building Regulations) contributes to the 2025 Shared Vision outcome of a Livable Community by promoting buildings that are permitted and inspected under the most current code, thus protecting life and property.

FISCAL IMPACT:

None

ATTACHMENT:

A. Recommended Findings and Action

COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT

RECOMMENDED FINDINGS AND ACTION

Board Meeting Date: December 6, 2016

For Adoption By: Board of Supervisors

Prepared By: Miles Hancock
Building Inspection Manager

RECOMMENDED FINDINGS:

Regarding the Adoption of the California Building Standards Code, Find:

1. That the proposed adoption of the current triennial edition of the California Building Standards Codes, Title 24 and applicable appendices, as required by law, provides the minimum specific building code requirements for certain occupancies and types of buildings to ensure that structures, which are erected or altered, are constructed in a manner that addresses the highest level for health, fire, and life safety issues as discussed in the staff report.

Regarding the Re-Adoption of the San Mateo County Ordinance Code, Division VII (Building Regulations), Find:

2. That the proposed re-adoption of the San Mateo County Ordinance Code, Division VII (Building Regulations) is required in order to update the regulations every time San Mateo County adopts the California Building Standards Code(s) and will also provide the minimum specific building code requirements for certain occupancies and types of buildings to ensure that structures, which are erected or altered, are constructed in a manner that address specific local conditions regarding health, fire, and life safety issues as discussed in the staff report.

Regarding the Adoption of the Local Amendments of the California Building Standards Code, Find:

3. That the proposed adoption of the local amendments of the current triennial edition of the California Building Standards Codes, Title 24 and applicable appendices provides the minimum specific local building code requirements for certain occupancies and types of buildings to ensure that structures in unincorporated San Mateo County, which are erected or altered, are constructed in a manner that address certain local climatic, geologic, or topographic

conditions and to the highest level for health, fire, and life safety issues as discussed in the staff report.

Regarding the Adoption of Local Administrative Amendments of the California Building Standards Code, Find:

4. That these local amendments are necessary for the effective administration of building permits, including new County standards, updating terminology and numbering systems, clarifying requirements, processes, and any ambiguities, investigation fees, violations and penalties, as discussed in the staff report.

Recommended Action:

Adopt the Ordinance implementing the California Building Standards Codes, the San Mateo County Ordinance Code, Division VII (Building Regulations), and Local and Administrative Amendments of the California Building Standards Codes.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Planning and Building



Date: November 16, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Steve Monowitz, Community Development Director

Subject: EXECUTIVE SUMMARY: Introduction of an ordinance of the 2016 California Building Standards Code and Amending the San Mateo County Ordinance Code, Division VII (Building Regulations)

RECOMMENDATION:

Introduction of an ordinance adopting the latest editions of the 2016 California Building Standards Code, repealing and replacing the San Mateo County Ordinance Code, Division VII, Building Regulations, and repealing Chapter 3.84 of the County Ordinance Code, by making the required findings in Attachment A, and waive the reading of the ordinance in its entirety.

BACKGROUND:

The State of California updates California Building Standards (Title 24) every three years. These standards consist of twelve specific codes, including the residential, building, fire, plumbing, electrical, mechanical, and energy codes. Local jurisdictions must enforce the most current version of these codes, and may establish more restrictive building standards based on local conditions. The San Mateo County Building Regulations establishes the procedures and requirements for administering these codes, the new versions of which go into effect on January 1, 2017.

DISCUSSION:

The primary issues associated with this update are fire sprinkler requirements and plumbing materials. As in prior cycles, staff is proposing to supplement base code requirements by specifying when fire sprinklers must be installed within existing buildings. However, rather than using a 50% valuation trigger used in the past, under which sprinklers must be installed if the value of a proposed remodel or addition equals or exceeds one half of the value of the existing residence, staff is proposing a requirement that is based on a fire safety ranking system. This will eliminate the back and forth between staff and applicants that often occurs during the application of the 50% rule, as well as the greater burden that the 50% rule places on smaller as compared to larger homes. Additionally, it creates a clear and objective standard that is based on fire safety as opposed to an arbitrary number. The findings regarding the local conditions that justify this amendment are found within the staff report.

With regard to plumbing materials, staff is proposing to amend the County's Building Regulations to eliminate the ban on the use of plastic pipes. The Uniform Plumbing Code contained in California's Building Standards, has allowed, and continues to allow, plastic pipes within single family residential development since 1972. However, some local jurisdictions have had concerns regarding the use of plastic pipe, such as potential health, durability, and installation issues, and established bans on its use. Advances in plastic pipe technology and a greater understanding of these issues have led to the rescission of such bans in all local Bay Area jurisdictions, and staff is recommending that San Mateo County follow suit. In addition to reducing construction costs, this change will help facilitate the implementation of the second unit amnesty program currently under development. Since this change is consistent with State code requirements, no special findings are required.

Other aspects of the proposed amendments to the County's Building Regulations seek to simplify and streamline the methods by which the Department administers California Building Standards. For example, wherever possible, our Regulations provide a direct reference to the code language adopted by the State, which results in greater consistency with other neighboring jurisdictions. Staff also proposes to eliminate sections of the Regulations that are redundant to, or in conflict with, adopted code requirements. Along these lines, staff recommends that the Board repeal Chapter 3.84 of the County Ordinance Code, which is the County's existing Fire Code, because we are now including the Fire Code within the Building Regulations.

Other supplements to the State Building Standards are currently under consideration and development. These include the possible incorporation of additional green building standards (beyond those that are contained in the base code) that are appropriate and cost effective for our region, and the establishment of a mandatory balcony inspection program in order to ensure their on-going safety. These additions will be the subject of future hearings before the Board of Supervisors.

FISCAL IMPACT:

None

ORDINANCE NO..

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

* * * * *

AN ORDINANCE REPEALING THE 2013 CALIFORNIA BUILDING STANDARDS CODE WITH ALL LOCAL AMENDMENTS, DIVISION VII, AND CHAPTER 3.84 OF THE SAN MATEO COUNTY ORDINANCE CODE; AND ADOPTING THE LATEST EDITIONS (2016) OF THE CALIFORNIA BUILDING STANDARDS CODE: TITLE 24, 2016 CALIFORNIA BUILDING CODE, TITLE 24, PART 2; 2016 CALIFORNIA RESIDENTIAL CODE, TITLE 24, PART 2.5; 2016 CALIFORNIA FIRE CODE, TITLE 24, PART 9; 2016 CALIFORNIA HISTORICAL BUILDING CODE, TITLE 24, PART 8; CALIFORNIA EXISTING BUILDING CODE, TITLE 24, PART 10; 2016 CALIFORNIA MECHANICAL CODE, TITLE 24, PART 4; 2016 CALIFORNIA ELECTRICAL CODE, TITLE 24, PART 3; 2016 CALIFORNIA PLUMBING CODE, TITLE 24, PART 5; 2016 CALIFORNIA ENERGY CODE, TITLE 24, PART 6; 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE, TITLE 24, PART 11; 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE; 2016 CALIFORNIA REFERENCE STANDARDS CODE, TITLE 24, PART 12; AND ADOPTING A NEW DIVISION VII (BUILDING REGULATIONS) OF THE SAN MATEO COUNTY ORDINANCE CODE

The Board of Supervisors of the County of San Mateo, State of California,

ORDAINS as follows:

SECTION 1.

Findings of Fact

For the purposes of this ordinance, the Board of Supervisors hereby makes the following findings, as required by Sections 13143.5, 17958.5, 17958.7, and 18941.5 of the California Health and Safety Code. The Board of Supervisors finds and declares that the unique characteristics of the topographic, geologic, and climatic conditions found in San Mateo County make the local amendments to Title 24 reasonable and necessary.

Finding 1: Topographic

Significant elevation changes occur within the County. Highly combustible dry grass, weeds and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. When these areas experience wildland fires, they immediately threaten nearby buildings. This condition can be found throughout the County, especially in those developed and developing areas of the County, which interface and intermix with adjoining wildlands. Development has followed the path of least resistance, creating a meandering pattern. This does not lend itself to a good systematic street and road layout, which would promote easy traffic flow. It has, in fact, resulted in few major cross-town thoroughfares that tend to be heavily congested, primarily during commute hours and seasonal periods of the year. This creates barriers that reduce the response time of fire equipment and other emergency services.

The topography of the County is also challenged by major development patterns.

Employment areas are located adjacent to the major thoroughfares within the County.

The people who work in these areas have added to the traffic congestion in the County thereby reducing the response time capabilities of the various fire agencies.

Finding 2: Geologic

The majority of the County encompasses areas classified as Seismic Design Category E, which is the most severe earthquake category. Buildings and other structures in Category E can experience major seismic damage. Within San Mateo County are active faults such as San Andreas, San Gregorio, Seal Cove, and other lesser faults.

Earthquake activity with nearby epicenters has the potential for inducing landslides which can create situations of reduced emergency response times.

A major earthquake could result in the cutting-off of response routes of fire companies by collapsing buildings, overpasses and bridges throughout the County.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which in turn cause power failures while at the same time starting fires throughout the County. The occurrence of multiple fires could quickly disperse existing fire department resources, thereby reducing and/or delaying their response to any given fire.

Even minor seismic activity has an adverse impact on fire protection. Any earth movement, which causes buildings to move, creates cracking and warping of fire walls, smoke barriers, door frames, etc., thereby compromising the effectiveness of these structural elements which are intended to prevent fire and smoke from spreading throughout a building.

The County is replete with various soils which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, and are plastic and tend to liquefy, depending upon moisture content.

The swelling, shrinking, shifting and settling of local soils cause shifting and warping of buildings built upon them. As noted, any earth movement, which causes buildings to move, creates cracking and warping of fire walls, smoke barriers, door frames, etc., thereby reducing the effectiveness of structural elements intended to prevent fire and smoke from spreading throughout a building. Additionally, these soils are susceptible to seismic shock and moisture concentrations. This may result in landslides in hilly and creek side areas, which often exceed 30 percent slopes and can obstruct roads used for response by the fire department. Such restriction of response routes can result in major

fire losses in locations where these structures have no automatic fire protection systems such as sprinklers.

Finding 3: Climatic

In normal years, precipitation, in the County can range from 15 to 24 inches per year, with an average of approximately 20 inches per year. Ninety-six percent (96%) of rain falls during the months of October through April and four percent (4%) from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to frequent periods of drought – currently, the area has been in an unprecedented drought since 2012. Similar periods of continued drought may be expected locally in the future.

Relative humidity remains in the middle range most of the time. It ranges from 45 to 65 percent in the winter. It occasionally falls as low as 15 percent. Temperatures from June through September average above 80° F. Temperatures as high as 110° F have been recorded, and it is not unusual to experience several continuous days with temperatures in the mid to high 90s. Prevailing winds in the area are from the west. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 12 miles per hour (MPH) range, gusting to 25 to 35 MPH. Forty (40) MPH winds are experienced and winds up to 55 MPH have been registered locally.

SECTION 2.

Division VII (Building Regulations) and Chapter 3.84 (Fire Protection Regulations) of the San Mateo County Ordinance Code are repealed in their entirety.

SECTION 3. A new Division VII is hereby added to the San Mateo County Ordinance Code to be numbered and entitled and to read as follows:

DIVISION VII (BUILDING REGULATIONS)

CHAPTER 1. GENERAL PROVISIONS APPLICABLE TO DIVISION

ARTICLE 1. ADMINISTRATION.

SECTION 9000. TITLE.

These regulations shall be known as the Building Regulations of the County of San Mateo.

SECTION 9001. SCOPE.

The provisions of these Regulations shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures and the parcel of land upon which they may be situated through the use of Title 24 of the California Code of Regulations.

SECTION 9002. INTENT.

The purpose of these Regulations is to adopt and provide administration and enforcement of the California Building Code, California Residential Code, California Fire Code, California Historical Building Code, California Existing Building Code, California Mechanical Code, California Electrical Code, California Plumbing Code, California Energy Code, California Green Building Standards, International Property Maintenance Code and the California Referenced Standards Code, and local amendments. These Regulations also provide

administration of expedited permitting of Small Residential Solar Systems and Electric Vehicle Charging Stations.

SECTION 9003. VIOLATIONS AND PENALTIES.

1. It shall be unlawful for any person, firm, or corporation to erect, install, construct, enlarge, alter, repair, move, improve, remove, replace, convert, equip, use, occupy, maintain or demolish any building, structure, equipment, or parcel of land therein regulated by these Regulations or the construction codes, or cause the same to be done, contrary to or in conflict with or in violation of any of the provisions of said Regulations or Codes. Any person, firm, or corporation violating any of the provisions of these Regulations or the construction codes shall be deemed guilty of a misdemeanor.
2. Notwithstanding any other provision of these Regulations, whenever violation of any section contained in these Regulations is punishable as a misdemeanor, the prosecuting attorney having jurisdiction to prosecute said misdemeanor, may specify that the offense is an infraction and proceed with prosecution as an infraction, unless the defendant, at the time of his arraignment or plea, objects to the offense being made an infraction, in which event the complaint shall be amended to charge a misdemeanor and the case shall proceed on a misdemeanor complaint.
3. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects; and when not otherwise

specified, each day that prohibited conditions are maintained shall constitute a separate offense.

4. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.
5. Chapter 1.40 (Administrative Remedies) of the San Mateo County Ordinance Code may be used to address violations of these provisions.
6. In addition to the penalties set out in these Regulations, any condition caused or permitted to exist in violation of any of the provisions of these Regulations shall be deemed a public nuisance and may be summarily abated as such, and each day such condition continues shall be regarded as a new separate offense.

SECTION 9004. BUILDING OFFICIAL.

The term "Building Official" shall refer to the Director of the Planning and Building Department who may delegate the administration and responsibilities of the Building Inspection Section to the Building Inspection Manager and/or other inspectors or technicians as necessary. Wherever these Regulations or the construction codes use the term "Administrative Authority," "Authority Having Jurisdiction," "Responsible Official," "Code Official," "Chief Inspector," "Floodplain Administrator," they shall be construed to mean the "Building Official" as defined herein.

SECTION 9005. DUTIES AND POWER OF THE BUILDING OFFICIAL.

The responsibilities of the Building Official are as follows:

1. Except as otherwise provided herein to be delegated to another official, the

Building Official is hereby authorized and directed to enforce all of the provisions of these Regulations and the construction codes within the unincorporated areas of San Mateo County.

2. Whenever necessary to make an inspection to enforce any of the provisions of these Regulations, or whenever the Building Official or authorized representative has reasonable cause to believe that there exists in any building upon any premises any condition which makes such building or premises unsafe, dangerous, or hazardous, the Building Official or authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official; provided that if such building or premises be occupied, proper credentials shall first be presented and entry demanded; and if such building or premises be unoccupied, shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and demand entry. If such entry is refused, the Building Official or authorized representative shall have recourse to every remedy provided by law to secure entry.

No owner or occupant or any other person having charge, care, or control of any building or premises shall fail or neglect, after proper demand is made as herein provided, promptly to permit authorized entry therein by the Building Official or authorized representative for the purpose of inspection and examination pursuant to these Regulations. Any person violating this subsection shall be guilty of a misdemeanor.

3. Whenever any building work or installation work is being done contrary to the provisions of these Regulations and the construction codes, the Building Official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such to be done, and any such persons shall forthwith stop such work until authorized by the Building Official to proceed therewith.

If the person or occupant or any other person having charge, care, or control of any building or premises to whom the Stop Work Order is directed fails to comply therewith, the Building Official may:

- a. Request that the Board of Supervisors direct the County Counsel to seek appropriate civil remedies to ensure compliance.
 - b. Request that the District Attorney prosecute said person for a misdemeanor for violation of these Regulations or the construction codes.
4. Whenever any premises, building or structure, or equipment therein regulated by these Regulations is being used contrary to the provisions thereof, the Building Official may order such use discontinued and the premises, structure, or portion thereof, vacated by notice served on any person responsible for such use. Such person shall discontinue the use within ten (10) days after receipt of such notice or cause the structure, or portion thereof, to comply with the requirements of said Regulations.
5. The Building Official or authorized representative shall have the authority to disconnect or order discontinuance of any utility service or energy supply to buildings, structures, electrical power poles, or equipment therein regulated

by these Regulations in cases of emergency, unauthorized use, or where necessary for safety to life and property. Such utility service or energy supply shall be discontinued until a safe condition, as determined by the Building Official or authorized representative, can be restored.

6. Neither the County of San Mateo Building Official nor authorized representative shall be liable for any damages or injuries accruing to persons or property including death, as a result of any act or omission by the Building Official or authorized representative, whether or not negligent in the discharge of duties under these Regulations.
7. The Building Official may request, and shall receive so far as may be necessary in the discharge of duties, the assistance and cooperation of other officials and officers of public and private utilities.
8. The Building Official shall keep a permanent, accurate account of all fees and other monies collected and received under these Regulations, the names or the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.

SECTION 9006. PERMITS REQUIRED.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, parcel of land, manufactured home, mobilehome, trailer, recreational vehicle or to erect install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this

code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit.

SECTION 9007. WORK EXEMPT FROM PERMIT.

A building permit shall not be required for the following:

1. Confined animal structures, including stables or stalls, providing that:
 - a. The structure does not exceed ten (10) feet in height, and 150 square feet of floor area, and
 - b. The project does not include the installation of any of the following:
 - i. Heating, ventilating or cooling equipment.
 - ii. Electrical wiring or equipment that connects to an electrical supply.
2. Painting, papering, and similar finish work.

SECTION 9008. APPLICATION FOR PERMIT.

To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the Planning and Building Department for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy of which the proposed work is intended.
4. Be accompanied by construction documents and other information as required by the Planning and Building Department.

5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Building Official.

SECTION 9009. APPLICATION EXPIRATION.

Applications for permits shall be considered expired as follows:

1. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
2. Applications which have been approved for issuance, but for which no permit has been issued within 180 days of the date which said permit has been approved for issuance shall expire and submitted plans may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding an additional 180 days upon written request by the applicant, prior to the date of expiration, showing justifiable cause.
3. In order to renew an action on an application after expiration, the applicant may be required to resubmit plans and pay new fees. Renewed applications must comply with all applicable codes, ordinances, laws and regulations in effect at the time of the renewed application.
4. Plan checking, microfilming, filing fees and other fees associated with

anceled applications are not refundable.

SECTION 9010. PERMIT EXPIRATION.

1. Every permit issued by the Building Official under the provisions of these Regulations shall expire and become invalid if the building or work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned for a period of 180 calendar days at any time after the issuance of the permit. Evidence of continuation of work consists of one progress inspection by the Building Inspection Section within 180 calendar days, which can demonstrate substantial progress in one or more of the major trades. Before work on a project where the permit has expired can be recommenced, reinstatement of the permit will be required. The fee for reinstatement shall be one-half of the amount of the original permit fees, provided that no changes have been made or will be made in the original plans or scope of such work; and provided, further, that such suspension or abandonment has not exceeded one year. Expiration of permits that exceed one year require that full permit fees be paid.
2. The Building Official may provide an extension of time to a permit holder who submits a valid written request for an extension of time prior to the expiration of a permit.
3. The Building Official may waive the requirements of this section where the delay in commencing work or the suspension of work has been caused by acts of God, economic hardship, or personal illness.

SECTION 9011. TERM OF PERMITS.

1. Residential, Garages and Agricultural Structures: Permits for new residences, additions to residences, garages, and agricultural buildings shall be valid for one year from the date of issuance. The Building Official may extend this period for additional time when the applicant can demonstrate that completion of the project could not be accomplished due to economic hardship, documented personal illness or other extenuating circumstances.
2. Hotels, Motels, Condominiums, Townhouses and Apartment Buildings: Permits for the construction or alteration of these types of occupancies or structures shall be valid for two years from the date of issuance. The Building Official may extend this period for additional time when the applicant can demonstrate that completion of the project could not be accomplished due to economic hardship or other extenuating circumstances.
3. Commercial and Industrial Structures: Permits for the construction or alteration of non-residential structures shall be valid for two years from the date of issuance. The Building Official may extend this period for additional time when the applicant can demonstrate that completion of the project could not be accomplished due to economic hardship or other extenuating circumstances.
4. Miscellaneous Permits: Permits for miscellaneous work including, but not limited to, re-roofing, wooden decks, hot tub/spas, water heaters, furnaces, air conditioners, electrical services, temporary power poles, factory-built homes, storage sheds, window replacements, and similar work shall be valid for 180

days from the date of issuance of the permit. The Building Official may extend this period for additional time when the applicant can demonstrate that completion of the project could not be accomplished due to economic hardship or other extenuating circumstances.

5. Permit Reinstatement: Permits, which expire due to time limitation, shall be reinstated before work can continue. Reinstatement shall require the payment of new fees and the project must comply with all applicable codes, ordinances, laws and regulations in effect at the time of reinstatement. Reinstatement fees shall be one-half of the amount of the original permit fees, provided that such expiration has not exceeded one year. Reinstatement fees for permits which have been expired in excess of one year shall be equal to the full fees of the original permit.
6. Term Limits: Term limits for reinstated permits shall be set by the Building Official on a case-by-case basis and may include term limits which are substantially less than stated in subsections 1 through 4 of this section. Applicants may be required to submit written time lines for inspections and completion of permits before such permit will be reinstated. Such time lines and schedules must be substantially followed or revocation of the reinstated permit will occur.
7. Term Limits based on Notice: A permit issued as a result of an Information Notice or Stop Work Notice will be limited to 90 days, with possible extensions of time, as approved by the Building Official and/or the Community Development Director/designee. The applicant shall provide substantial

improvement within the first 90-day period, and provide documentation of extenuating circumstances to the Building Official and/or the Community Development Director/designee in order to be considered for any extension of time.

SECTION 9012. ESTABLISHMENT OF FEES.

The Board of Supervisors of the County of San Mateo shall by resolution establish all fees related to buildings, structures, electrical, energy generation and/or storage, gas, mechanical, and plumbing systems or alterations requiring a permit, and any associated inspections.

SECTION 9013. INVESTIGATION FEES.

The following provisions shall govern investigation fees.

1. The Board of Supervisors hereby finds that there is a substantial cost to the County in identifying and investigating construction or for work commenced without first obtaining the prescribed permits or for work that was done in violation of prescribed permits, and in assuring compliance with permit requirements and other pertinent County Regulations when such violations are determined to exist. The Board of Supervisors further finds that a reasonable measure of the cost to the County in identifying, investigating and obtaining compliance for such violations is ten times the value of the applicable permit, and that this cost should be borne by the violator or the property owner on which the violation occurred, in the form of an investigation fee to be assessed as set forth in Subsection 2 of this section.
2. Whenever any construction or work for which a permit is required by these

Regulations or by any other code incorporated by reference and made a part of these Regulations, is started or commenced without the prescribed permit having first been obtained, an investigation fee in the amount of ten times the prescribed permit fee shall be added to the permit fee, and shall be collected at the time of application for the permit. Such investigation fee shall be collected for each separate and distinct permit required for each distinct address, unit number, apartment number, or building upon a property. Where a permit has been previously obtained and where construction or work is commenced which goes beyond the scope of the permit, or is in violation of the terms of the permit, the above described investigation fee may be assessed for such portion of the construction or work done beyond the scope of, or in violation of, the permit. This investigation fee shall be required and collected whether or not a permit is then or subsequently issued. The maximum investigation fee which may be assessed and collected as to any individual permit shall be three thousand dollars (\$3,000.00). Nothing in this section shall relieve any person(s) from fully complying with the requirements of these Regulations, or with any codes incorporated by reference and part of these Regulations, in the execution of the work, or from any other penalties prescribed by law.

3. Whenever any Farm Labor Housing, temporary or permanent, has been found to have been installed, constructed, altered or created or moved without first obtaining the required permits, an investigation fee shall be assessed whether or not the prescribed permits are then or subsequently

issued. Such investigation fee shall be based on an hourly cost to compensate the County for staff time spent on processing the violation.

4. Whenever Low Income or Affordable Housing, temporary or permanent, has been found to have been installed, constructed, altered, or created or moved without first obtaining the required permits, an investigation fee shall be assessed whether or not the prescribed permits are then or subsequently issued. Such investigation fee shall be based on an hourly cost to compensate the County for staff time spent on processing the violation.
5. The Building Official shall have the authority to adjust investigation fees for minor violations, as listed below, provided such violation is a first offense, and/or extenuating circumstances determined by the Building Official warrant adjustment. In no case shall the investigation fee be reduced to less than two times the permit fee, plus the permit fee. Such reduction in investigation fees shall not relieve the applicant from full compliance with all applicable codes and zoning regulations. Such reduced investigation fee shall be based on an hourly cost to compensate the County for staff time spent on processing the violation.
 - a. Water heater installations or replacements
 - b. Furnace/heater installations or replacements
 - c. Air conditioner/heat pump installations or replacements
 - d. Decks for single family dwellings
 - e. Reroofing of a single family dwelling
 - f. Electrical service changes to a single family dwelling

- g. Non-habitable accessory structures not exceeding 200 square feet
 - h. Water or sewer line replacements for single family dwellings
 - i. Fences
 - j. Kitchen or bathroom remodels of single family dwellings
6. The Building Official or authorized representative shall have the authority to issue an Information Notice in lieu of a Stop Work Notice for minor violations listed above or in the event that work has just begun on other violations. The requirement for investigation fees for issuance of an Information Notice may be waived provided that the work stops immediately and the violator has contacted the Planning and Building Department to initiate the permit process within ten (10) working days of the issuance of the Information Notice. Failure to comply with these two requirements will result in the issuance of a Stop Work Notice and shall also result in the disqualification of the reduction of investigation fees as allowed in subsection 5 of this section.

SECTION 9014. REFUND OF PERMIT FEES.

During the period for which a permit continues in force, the applicant may surrender such permit to the Building Official. Only if the permit fees, not including plan check, filing, energy compliance, microfilming, geotechnical, or other ancillary fees, are greater than \$300.00, no work has been performed thereunder, the permit has not expired or been canceled, and the permit was not issued as part of an Information Notice or Stop Work Notice, the Building Official may authorize a refund to such applicant of 75 percent of the permit fee therefore paid for such permit. The refund of such fees shall not include plan check, filing,

energy compliance, microfilming, geotechnical, or other ancillary fees. No refunds are available for permit fees of less than \$300.00.

SECTION 9015. LIABILITY INCIDENTAL TO INSPECTION.

The County shall not be liable for any expense entailed in the removal or replacement of any material required to allow an inspection.

SECTION 9016. INSPECTION REQUESTS.

The Building Official may require that every request for inspection be filed at least one day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Official.

SECTION 9017. RE-INSPECTIONS.

The Building Official shall make re-inspections as provided herein below and may charge such fees therefor as are hereinafter authorized.

1. Where an inspection has found any work or construction to be incomplete or not to conform to these Regulations and the construction codes, a re-inspection is required.
2. A re-inspection fee may be assessed by the Building Official where the re-inspection is made necessary by:
 - a. Failure to provide the permit card at the work site.
 - b. The approved plans are not made available to the inspector at the requested inspection.
 - c. Failure to provide access to the inspector on the date for which an inspection is requested.
 - d. Unauthorized deviation from the approved plans.

- e. A request for an inspection made prior to the time that the work to be inspected is complete.
 - f. Failure to make the corrections mandated during previous inspection(s).
 - g. Failure to post the property address in a conspicuous location where it is plainly visible in both directions from the street or road.
3. Where re-inspection fees have been assessed, no additional inspection of the work will be scheduled or performed until the required fees have been paid.

CHAPTER 2. CONSTRUCTION CODES

ARTICLE 1. BUILDING CODE

SECTION 9100. ADOPTION OF 2016 CALIFORNIA BUILDING CODE.

The latest adopted edition of the 2016 California Building Code, Title 24, Part 2, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices G through J and Appendix M within the referenced code and all amendments, errata, and/or emergency supplements, including local amendments set forth herein, are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Building Code” is on file at the San Mateo County Building Inspection Section.

SECTION 9101. GENERAL.

§101.1 Title. [Amended] These regulations shall be known as the Building Code of the County of San Mateo, hereinafter referred to in this Article as “this code.”

SECTION 9102. DEFINITIONS.

§202 Definitions. [Amended]

Accessory Structure: [Added] A detached structure that is accessory to and

incidental to that of the main structure and that is located on the same lot.

Bedroom and/or Sleeping Room: **[Added]** A room used for sleeping purposes that has a minimum floor area of seventy (70) square feet and that is not less than seven (7) feet in any direction. A study, sewing room, sitting room, office, den, or similar room shall be considered a bedroom/sleeping room if it contains a closet, alcove, indentation, or wing wall which creates an area greater than eighteen (18) inches in depth.

Driveway: **[Added]** A vehicular access that serves no more than two (2) buildings, with no more than three dwelling units on a single parcel, and any number of accessory buildings. New driveways serving one (1) and two (2) family dwellings shall be constructed to the following minimum standards:

- a. A minimum of 6 inches of compacted Class II base rock and 3 inches of asphaltic concrete, for slopes up to 15%.
- b. Slopes between 15% and 20% shall have an engineered surface such as rough, grooved concrete.
- c. Slopes shall not exceed 20%.
- d. A minimum unobstructed width of a 12 foot traffic lane and sixteen 16 feet unobstructed horizontal clearance.
- e. A minimum 15 foot vertical clearance.

Habitable Space: **[Added]** A space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces. An accessory structure containing a bathroom, where the bathroom is larger than four (4) feet six (6)

inches by four (4) foot six (6) inches and/or contains more than a single water closet and/or a single lavatory, on a residential property, shall be considered Habitable Space.

Kitchen: **[Amended]** Any room or space used, intended, or designated to be used for cooking and preparing of food. Rooms which contain appliances or equipment such as microwave ovens, gas or electric cook tops or ovens, toaster ovens and similar appliances shall constitute a room or area, intended or designated as a kitchen.

Substantial Alteration: **[Added]** The renovation of any structure and/or when combined with any additions to the structure, affects a *gross floor area* which exceeds fifty percent (50%) of the existing floor area of the structure.

SECTION 9103. EXCAVATING AND GRADING.

§J101.1. Scope. [Amended] The provisions of this Article and Chapter 5 Division VII, of the San Mateo County Ordinance Code, apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this Section and the geotechnical report, the geotechnical report shall govern.

SECTION 9104. FLOOD RESISTANT CONSTRUCTION.

§1612.3 Establishment of flood hazard areas. [Amended] To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for San

Mateo County” dated October 16, 2012, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

§G102.2 Establishment of flood hazard areas. [Amended] Flood hazard areas are established in Section 1612.3 of the *California Building Code*, adopted by the applicable governing authority on December 13, 2016.

§G401.2 Coastal high-hazard areas and coastal A zones. [Amended] In coastal high-hazard areas and coastal A zones:

1. New buildings and buildings that are substantially improved, as defined by the Federal Emergency Management Agency, shall only be authorized landward of the reach of mean high tide.
2. The use of fill for structural support of buildings is prohibited.

SECTION 9105. AUTOMATIC SPRINKLER SYSTEMS.

§903.6 Existing buildings or structures. [Added] An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 of the *California Fire Code* or when improvements are conducted in accordance with this section.

§903.6.1 Where required. [Added] All existing buildings and structures, except for Group R-3 One- and Two-Family Dwellings, shall be provided with an automatic fire sprinkler system when any of the following conditions occur:

- (A) Where the *gross floor area* of a proposed alteration, addition, or

combination of alterations and additions and the *gross floor area* of any alterations, additions, or combination of alterations and additions meets the definition of a “substantial alteration”.

Exception: Buildings or structures less than 1,000 square feet.

(B) When a change in occupancy classification, as defined within the Building Code, results in an increased fire hazard or risk due to business operations and/or number of occupants permitted in the building.

(C) When a basement that is 250 square feet or larger or a basement of any size that includes a bedroom/sleeping room is constructed as part of an existing occupancy, a fire sprinkler system shall be provided throughout the basement and the rest of the building or structure.

All existing one- and two-family dwellings, buildings and/or structures shall be provided with an automatic fire sprinkler system when any of the following conditions occur:

1. Where a Building Safety Score, as calculated per item A, is less than 17.

A. Building Safety Score Equation

i. $\text{Stories} = (\text{Number of allowed stories} = 3) - (\text{Proposed stories}) \times 7$

$(\text{Construction factor}) = X$

ii. $\text{Area equation} = (\text{Allowable area} = 3,600) - (\text{proposed area}) \times .005 =$

Y

iii. $X + Y = \text{Building Safety Score}$

iv. Minimum score = 17 (Scores below 17 require automatic sprinkler systems)

v. Fire Hazard Severity Zone: LRA & SRA Adjustment (– 5)

2. Alterations that create additional bedrooms as defined herein, greater than four (4), within the existing conditioned space.
3. Additions and or alterations that create a two-family dwelling where a one-family dwelling existed.
4. Automatic sprinklers shall be installed in any one- and two-family garage, carport or breezeway attached to any structure for which an automatic sprinkler system is required. A detached one- and two-family garage, not containing any habitable space, 1,000 square feet or more shall require the installation of an NFPA-13D automatic fire sprinkler system.
5. The addition of a second story to a one- or two-family dwelling, where a second story did not previously exist, regardless of a Building Safety Score result.
6. Additions, alterations or modifications to any existing structure containing automatic fire sprinklers shall require the extension or modification of the fire sprinkler system throughout the added, altered, or modified areas. Plans for the installation, extension or modification of an automatic fire sprinkler system shall be submitted to the Planning and Building Department of San Mateo County for review and approval by the appropriate fire agency. Additions, alterations, and/or remodels to an existing dwelling previously equipped with automatic fire sprinklers shall require the submittal of five sets of sprinkler plans and three sets of hydraulic calculations. All components of the existing system shall be

submitted for review in order to determine compliance with the applicable standards.

7. All automatic fire sprinkler systems shall comply with the currently enforced edition of NFPA-13, NFPA-13D, NFPA-13R and any additional County specifications, or modifications imposed by supplemental rules and regulations adopted by the County of San Mateo.
8. The installation of an automatic fire sprinkler system may be required by the Building Official when an alteration, addition or change in use or occupancy of a building or portion of a building thereof increases the hazard of fire or threat to life and safety.
9. The requirements of this section are intended to represent minimum standards for construction. Nothing in this section shall prohibit the voluntary installation of automatic fire sprinkler systems.
10. The following structures are exempt from the requirements of this section:
 - a. Agricultural Buildings. For the purpose of this section, an “agricultural building” is defined as a non-residential structure designed and constructed to house farm implements, hay grain, poultry, livestock, or other horticultural products. “Agricultural buildings” include a place of employment where agricultural products are processed, treated or packaged. Office uses within “agricultural buildings” shall not exceed ten percent (10%) of the total floor area of the building unless such buildings are provided with an automatic fire sprinkler system throughout. “Agricultural buildings” shall include greenhouses.

- b. Non-residential structures less than 1,000 square feet.
- c. Car wash structures where no offices or waiting rooms are attached.

SECTION 9106. INTERPRETATION AND ENFORCEMENT BY THE BUILDING OFFICIAL.

The provisions of Section 9105 of this code shall be interpreted, enforced and administered by the Building Official as granted by any other provision of law including but not limited to this code or the State Building Standards Code.

ARTICLE 2. RESIDENTIAL CODE

SECTION 9110. ADOPTION OF 2016 CALIFORNIA RESIDENTIAL CODE.

The latest adopted edition of the 2016 California Residential Code, Title 24, Part 2.5, is hereby adopted and incorporated by reference. In addition, Division II within the referenced code and all amendments, errata, and/or emergency supplements, including local amendments set forth herein, are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Residential Code” is on file at the San Mateo County Building Inspection Section.

SECTION 9111. GENERAL.

§R101.1 Title. [Amended] These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of The County of San Mateo, and shall be cited as such and will be referred to herein as “this code.”

SECTION 9112. DEFINITIONS.

§R202 Definitions. [Amended]

Accessory Structure: [Amended] A detached structure or building that is

accessory to and incidental to that of the main structure and that is located on the same lot.

Bedroom and/or Sleeping Room: **[Added]** A room used for sleeping purposes that has a minimum floor area of seventy (70) square feet and that is not less than seven (7) feet in any direction. A study, sewing room, sitting room, office, den, or similar room shall be considered a bedroom/sleeping room if it contains a closet, alcove, indentation, or wing wall which creates an area greater than eighteen (18) inches in depth.

Driveway: **[Added]** A vehicular access that serves no more than two (2) buildings, with no more than three dwelling units on a single parcel, and any number of accessory buildings. New driveways serving one (1) and two (2) family dwellings shall be constructed to the following minimum standards:

- d. A minimum of 6 inches of compacted Class II base rock and 3 inches of asphaltic concrete, for slopes up to 15%.
- e. Slopes between 15% and 20% shall have an engineered surface such as rough, grooved concrete.
- f. Slopes shall not exceed 20%.
- g. A minimum unobstructed width of a 12 foot traffic lane and sixteen 16 feet unobstructed horizontal clearance.
- h. A minimum 15 foot vertical clearance.

Habitable Space: **[Amended]** A space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces. An accessory structure

containing a bathroom, where the bathroom is larger than four (4) feet six (6) inches by four (4) foot six (6) inches and/or contains more than a single water closet and/or a single lavatory, on a residential property, shall be considered Habitable Space.

Kitchen: **[Amended]** Any room or space used, intended, or designated to be used for cooking and preparing of food. Rooms which contain appliances or equipment such as microwave ovens, gas or electric cook tops or ovens, toaster ovens and similar appliances shall constitute a room or area, intended or designated as a kitchen.

SECTION 9113. AUTOMATIC FIRE SPRINKLER SYSTEMS.

§R313.2 One- and two-family dwellings automatic fire systems. [Amended]

An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that exceed a minimum Building Safety Score, as specified in §R313.2.2.

§R313.2.2 Existing buildings. [Added] All existing one- and two-family dwellings, buildings and/or structures shall be provided with an automatic fire sprinkler system when any of the following conditions occur:

1. Where a Building Safety Score, as calculated per item A, is less than 17.
 - A. Residential Building Safety Score Equation
 1. $\text{Stories} = (\text{Number of allowed stories} = 3) - (\text{Proposed stories}) \times 7$
 $(\text{Construction factor}) = X$

2. Area equation = (Allowable area = 3,600) – (proposed area) x .005
= Y
 3. X + Y = Building Safety Score
 4. Minimum score = 17 (Scores below 17 require automatic sprinkler systems)
 5. Fire Hazard Severity Zone: LRA & SRA Adjustment (– 5)
2. Alterations that create additional bedrooms as defined herein, greater than four (4), within the existing conditioned space.
 3. Additions and or alterations that create a two-family dwelling where a one-family dwelling existed.
 4. Automatic sprinklers shall be installed in any one- and two-family garage, carport or breezeway attached to any structure for which an automatic sprinkler system is required. A detached one and two-family garage, not containing any habitable space, 1,000 square feet or more shall require the installation of an NFPA-13D automatic fire sprinkler system.
 5. The addition of a second story to a one- or two-family dwelling, where a second story did not previously exist, regardless of a Building Safety Score result.
 6. Additions, alterations or modifications to any existing structure containing automatic fire sprinklers shall require the extension or modification of the fire sprinkler system throughout the added, altered, or modified areas. Plans for the installation, extension or modification of an automatic fire sprinkler system shall be submitted to the Planning and Building

Department of San Mateo County for review and approval by the appropriate fire agency. Additions, alterations, and/or remodels to an existing dwelling previously equipped with automatic fire sprinklers shall require the submittal of five sets of sprinkler plans and three sets of hydraulic calculations. All components of the existing system shall be submitted for review in order to determine compliance with the applicable standards.

7. All automatic fire sprinkler systems shall comply with the currently enforced edition of NFPA-13, NFPA-13D, NFPA-13R and any additional County specifications, or modifications imposed by supplemental rules and regulations adopted by the County of San Mateo.
8. The installation of an automatic fire sprinkler system may be required by the Building Official when an alteration, addition or change in use or occupancy of a building or portion of a building thereof increases the hazard of fire or threat to life and safety.
9. The requirements of this section are intended to represent minimum standards for construction. Nothing in this section shall prohibit the voluntary installation of automatic fire sprinkler systems.

SECTION 9114. INTERPRETATION AND ENFORCEMENT BY THE BUILDING OFFICIAL.

The provisions of Section 9113 of this code shall be interpreted, enforced and administered by the Building Official as granted by any other provision of law including but not limited to this code or the State Building Standards Code.

ARTICLE 3. FIRE CODE

SECTION 9120. ADOPTION OF 2016 CALIFORNIA FIRE CODE.

The latest adopted edition of the 2016 California Fire Code, Title 24, Part 9, is hereby adopted and incorporated by reference. In addition, Sections 305, 307, 308, 311, appendices B, C, D, K, I, and N within the referenced code and all amendments, errata, and/or emergency supplements, including local amendments as set forth herein, are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Fire Code” is on file at the San Mateo County Building Inspection Section.

SECTION 9121. SCOPE AND GENERAL REQUIREMENTS.

§101.1 Title. [Amended] These regulations shall be known as the *Fire Code* of the County of San Mateo, hereinafter referred to as “this code.” Nothing stated in this Code shall relieve a property owner from obtaining appropriate permits required by law for improvements imposed under the provisions of this Code, including but not limited to a coastal development permit for improvements in the coastal zone.

SECTION 9122. DEPARTMENT OF FIRE PREVENTION.

§103.1 General. [Amended] The Board of Supervisors authorizes the Fire Chief to establish a Bureau of Fire Prevention, which shall be known herein as the San Mateo County Fire Marshal’s Office.

§103.2 Appointment. [Amended] The Board of Supervisors hereby delegates the authority granted by section 24008 of the Government Code and authorizes the fire code official to appoint from qualified personnel on the Fire Chief’s staff

such as Deputy, Assistant, and Battalion Chief's (Chief Officers) as necessary to perform those duties relating to fire or fire protection as are required by the Board. The Fire Chief and appointed designees shall aid in enforcing all laws and ordinances and any rules and regulations adopted by the State Fire Marshal relating to fires or fire prevention and protection and shall exercise peace officer powers pursuant to the provisions of section 24008 of the Government Code.

SECTION 9123. PERMITS.

§105.6 Required operation permits. [Amended] The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.48. Nothing stated in this chapter shall relieve a property owner from obtaining any other permits required by law for improvements imposed under the provisions of this chapter, including but not limited to a coastal development permit for improvements in the coastal zone.

§105.6.2.1 Special Event. [Added] To conduct a special event either inside or outside of a structure. Special events include but are not limited to the following types of activity: crafts faire, festivals, historic celebrations, etc.

§105.7 Required construction permits. [Amended] The fire code official is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.18. Nothing stated in this chapter shall relieve a property owner from obtaining any other permits required by law for improvements imposed under the provisions of this chapter, including but not limited to a coastal development permit for improvements in the coastal zone.

SECTION 9124. INSPECTIONS.

§106.2.3 Authority to inspect. [Added] The Chief or other designated representatives shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety.

SECTION 9125. BOARD OF APPEALS.

§108.1 Board of appeals established. [Amended]

In order to hear and decide appeals of orders, decisions or determinations made by the County Fire Marshal relative to the application and interpretation of this Code, there is established a Fire Protection Board of Appeals, consisting of three members to hear appeals and to grant such relief or make such interpretation or explanation as may be necessary and proper pursuant to the provisions of this Code. The Fire Protection Board of Appeals shall consist of the San Mateo County Fire Chief, the San Mateo County Fire Operations Chief and the San Mateo County Planning and Building Department Director or their authorized representative. The County Fire Marshal shall act as Secretary of the Board. The Fire Protection Board of Appeals shall adopt rules and regulations for conducting its hearings and shall render all decisions and findings in writing to the appellant, with duplicate copy to the County Fire Marshal. Any appeal of a decision, order or determination made by the Fire Marshal shall be in writing and

filed with the San Mateo County Fire Chief within thirty (30) days from the date of the decision, order or determination being appealed. The notice of appeal shall:

- a. Specify the substance and particulars of the decision, order or determination being appealed, including the date of the decision, order or determination.
- b. Describe the grounds for and arguments in support of the appeal.
- c. Be signed by the appellant or his/her duly authorized agent.
- d. Include the mailing address of the appellant.

Whenever a notice of appeal is filed with the Fire Chief, the Fire Chief shall set the matter for hearing at the earliest reasonable time and shall notify the appellant of the place, date and time the Board of Appeals shall hear and consider the appeal. The Fire Chief shall give notice of the hearing to the appellant at least seven days prior to the time set for the hearing. Notice shall be given to the appellant by first class mail and certified mail to the address shown on the notice of appeal.

SECTION 9126. VIOLATIONS.

§109.4 Violation penalties. [Amended]

- a. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- b. Notwithstanding any other provision of this code, whenever violation of any

section contained in this code is punishable as a misdemeanor, the prosecuting attorney having jurisdiction to prosecute said misdemeanor, may specify that the offense is an infraction and proceed with prosecution as an infraction, unless the defendant, at the time of his arraignment or plea, objects to the offense being made an infraction, in which event the complaint shall be amended to charge a misdemeanor and the case shall proceed on a misdemeanor complaint.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects; and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

- c. Chapter 1.40 (Administrative Remedies) of the San Mateo County Ordinance Code as well as Section 9003 of this Chapter may be used to address violations of these provisions.
- d. In addition to the penalties set out in this Code, any condition caused or permitted to exist in violation of any of the provisions of this Code shall be deemed a public nuisance and may be summarily abated as such, and each day such condition continues shall be regarded as a new separate offense. The County of San Mateo shall also be permitted the right of recovering those funds, used to mitigate continuous, unabated hazards, which present a clear

and present danger. The cost recovery fee shall be based on the actual hourly rate for the San Mateo County Fire Department staff used in gaining compliance for those in violation.

SECTION 9127. STOP WORK ORDER.

§111.4 Failure to comply. [Amended] Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor.

SECTION 9128. DEFINITIONS.

§202 General Definitions. [Amended]

Fire Chief: **[Amended]** The chief officer of the fire department serving the jurisdiction, or a duly authorized representative. “County Fire Warden” and “County Fire Chief” shall mean the “Fire Chief” of the San Mateo – Santa Cruz Unit of the California Department of Forestry and Fire Protection (CAL FIRE) or authorized representative thereof, so long as there shall be in effect an agreement for CAL FIRE to provide fire protection services to the County of San Mateo. The Fire Warden / Fire Chief shall have all powers and duties conferred upon Fire Chiefs by state law.

Fire Code Official. **[Amended]** The “County Fire Marshal” is the chief officer assigned to the San Mateo County Fire Marshal’s Office.

Fire Department: **[Added]** The San Mateo County Fire Department is hereby established and shall be administered by the County Fire Chief.

Substantial Alteration: **[Added]** The renovation of any structure and/or when

combined with any additions to the structure, affects a *gross floor area* which exceeds fifty percent (50%) of the existing floor area of the structure.

§502.1 Definitions. [Amended]

Accessory Structure/Building: **[Added]** A detached structure that is accessory to and incidental to that of the main structure and that is located on the same lot.

Driveway: **[Added]** A vehicular access that serves no more than two (2) buildings, with no more than three dwelling units on a single parcel, and any number of accessory buildings.

SECTION 9129. IGNITION SOURCES.

§305.6 Fuel Breaks. [Added]

- A. Every person, owning, leasing or otherwise controlling improved real property, shall maintain an effective fuel break for the protection of improvements by removing all hazardous flammable materials or growth from the ground around each improvement for a distance of not less than 30 feet from its exterior circumference or to the property line, whichever is closer. The Fire Chief may require a distance of up to 100 feet to be cleared or the vegetation managed (fuel reduced) if he determines that the greater distance is necessary to protect improvements.
- B. In determining the extent of clearing necessary to establish an adequate fuel break, due consideration shall be given to the retention of existing landscaping or natural features that, in the opinion of the County Fire Marshal, do not increase the risk of the spread of a fire.
- C. Any determination as to the required size of a fuel break shall give due

consideration to the presence of any sensitive habitats entitled to protection under federal, state or local laws, and shall comply with such laws. In the case of any development for which environmental review is required, and for which a fuel break will be required, the environmental review shall consider any environmental impacts which may result from the creation of the required fuel break.

SECTION 9130. FIRE APPARATUS ACCESS ROADS.

§503.1.1, Exception 1.3 [Amended] Driveways serving one- and two- family residences.

All new driveways shall have an unobstructed minimum width of a twelve (12) foot traffic lane and sixteen (16) feet unobstructed horizontal clearance.

§503.1.1, Exception 2 [Amended] Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities and unmanned cellular sites.

§503.1.1.1 Land Divisions [Added] This section is subject to the Fire Code Officials discretion and interpretation.

A. No final map for a major land division shall be approved within the boundaries of an area served by a public water system until the County Fire Marshal certifies that the land division has met the provisions of this section either through the installation of required improvements before final map approval, or through a subdivision or other binding agreement which requires installation of the required improvements by a specified date following final map approval, whichever is appropriate.

- B. No parcel map for a minor land division shall be approved within the boundaries of an area served by a public water system until the County Fire Marshal certifies that the land division has met the provisions of this section either through installation of required improvements before final map approval, or through a subdivision or other binding agreement which requires installation of the required improvements by a specified date following final map approval, whichever is appropriate.
- C. The requirements of this section do not apply to lot line adjustments between four or fewer existing parcels, where land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created.

§503.2.4.1 Turning radius [Added] Inside and outside turning radius for fire access roads will be based upon the capability of the fire apparatus used by the San Mateo County Fire Department. Turning radius design approval must be obtained from the San Mateo County Fire Department.

§503.2.6 Bridges and elevated surfaces. [Amended] Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO **HS-20 (25 ton)**.

Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits, certified by an engineer, shall be posted at both entrances to bridges. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and

maintained. The Fire Marshal may allow the width to be reduced for a bridge providing access to R-3 and/or U occupancies and lands used primarily for agricultural purposes or recreation.

§503.3 Marking. [Amended] Curbs along fire access lanes shall be painted traffic red. Such curbs shall have the words “FIRE LANE” stenciled each Seventy-Five feet on both the face and top edge of the curbs. The stenciled letters shall be a minimum of three inches in height and have a minimum stroke of one-half inch. The lettering shall be white in color.

Fire access lanes not having curbs shall either be provided with a twelve inch wide painted red stripe along the edge or provided with signs as described in Section 503.4.1 along the fire access lane at a maximum spacing of seventy-five feet. Fire lanes utilizing the painted stripe shall have stenciled on the red stripe the words “FIRE LANE” each seventy-five feet. The stenciled letters shall be a minimum of three inches in height and have a minimum stroke of one-half inch. The lettering shall be white in color.

§503.4.1 Traffic calming devices. [Amended] Traffic calming devices are prohibited unless approved by the fire code official. Traffic calming devices shall not be installed on designated fire apparatus response routes. When approved, traffic calming devices shall be installed in accordance with the San Mateo County Fire Department’s “Traffic Calming Devices” Standard Detail.

§503.4.2 Prohibited parking. [Added] If in the judgment of the San Mateo County Fire Department it is necessary to prohibit vehicular parking, or other materials or articles, along private fire access lanes in order to prevent

obstruction of the required width of the fire access lane, signs shall be posted, as appropriate or as indicated in Section D103.6 with the addition of the following lettering near the bottom of the sign: (C.V.C.22500.1)

§503.4.3 Roadway spikes. [Added] The installation of roadway traffic control spikes is prohibited within fire access lanes unless prior approval is given by the San Mateo County Fire Department.

SECTION 9131. PREMISES IDENTIFICATION.

§505.1 Address identification. [Amended] New residential buildings shall have internally illuminated address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least six feet above the finished surface of the driveway. Where buildings are located remotely to the public roadway, additional signage at the driveway/roadway entrance leading to the building and/or on each individual building shall be required by the San Mateo County Fire Department. This remote signage shall consist of a 6 inch by 18 inch green reflective metal sign with 4 inch reflective Numbers/ Letters similar to Hy-Ko 911 or equivalent.

§505.1.2 Multiple tenant structures. [Added] Multiple tenant buildings, using the same street address numbers, shall have suite or unit identification posted as required by the San Mateo County Fire Department.

§505.1.3 Commercial/Industrial structures; Size and stroke of numbers.

[Added] Building address numbers shall be either internally, or externally illuminated and contrasting with the background so as to be seen from the public way fronting the building. Building address number heights shall be sized in

accordance with the table as noted below. The number stroke shall be 1/2-inch or larger.

Distance from road	Address No.	Size
0 – 50 Feet		6-inch
50 – 100 Feet		8-inch
100 – 150 Feet		10-inch
150 Feet or more		12-inch

All with a corresponding increase in stroke width

§505.1.4 Rear addressing. [Added] When required by the Chief, approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of the property. Number stroke and size will comply with Section 505.1 for residential buildings and Section 505.1.3 for commercial buildings.

§505.1.5 Suite/Unit identification. [Added] Buildings containing separate suite and/or unit identification shall have the suite or unit identification clearly posted with assigned letters or numbers having a minimum height of four inches and a minimum stroke of 3/8 inch. Assigned letters or numbers shall be of contrasting color to the background and located between 5 feet and 6 feet off the finished floor. Directional address numbers or letters shall be provided.

§505.1.6 Directories. [Added] Complexes with multiple buildings may be required by the San Mateo County Fire Department to provide one or more of the following: a directory, a premise map or directional signage. Location, size and color of such elements will be determined by the San Mateo County Fire

Department on a site-specific basis.

§505.2.1 Construction site. [Added] Approved street or road signs and address numbers of the construction site shall be installed prior to combustible construction materials being placed on the site.

SECTION 9132. KEY BOXES.

§506.1.3 Key Boxes. [Added] When required by the San Mateo County Fire Department, a Key Box of the size and type designated shall be mounted on the building near the main entrance and shall be located a minimum of 60 inches, and not higher than 72 inches, above the finished floor in a location approved by the fire code official. Additional Key Boxes may be required at rear entrances to buildings.

§506.1.4 Key Switch and Padlocks. [Added] When required by the San Mateo County Fire Department, a Key Switch shall be installed at every electric gate system used for fire access as specified by the Fire Code Official. Keyed padlocks may be required at any access gates by the Fire Code Official.

SECTION 9133. FIRE PROTECTION WATER SUPPLIES.

§507.2.2.1 Suburban and Rural Water Supplies. [Added] In areas where public and/or private fire mains are not available for the provision of the required fire flow, the Fire Code Official may develop a standard which requires a water supply for fire fighting be provided. In developing this standard, the Fire Code Official may be guided by NFPA 22 Standard and Appendix C of this Code. Fire suppression water storage tanks will comply with local requirements to prevent earthquake damage.

SECTION 9134. FUEL FIRED APPLIANCES.

§603.6.6 Spark Arrestors. [Added] All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrester. Where a spark arrester is installed on a masonry chimney, the spark arrester shall meet all of the following requirements:

1. The net free area of the arrester shall be not less than four times the net free area of the outlet of the chimney flue it serves.
2. The arrester screen shall have heat and corrosion resistance equivalent to 12 gage wire, 19 gage galvanized steel or 24 gage stainless steel.
3. Openings shall not permit the passage of spheres having a diameter greater than ½ inch (12.7 mm) nor block the passage of spheres having a diameter less than ⅜ inch (9.5 mm).
4. The spark arrester shall be accessible for cleaning and the screen or chimney cap shall be removable to allow for cleaning of the chimney flue.

SECTION 9135. AUTOMATIC SPRINKLER SYSTEMS.

§903.1.2 Approval. [Added] All automatic fire sprinkler systems installed as required by the San Mateo County Building Regulations must be approved by the County Fire Marshal. Fire sprinkler systems in Group R-3 occupancies, where required by the water purveyor to have an RPZ or double detector check valve, shall have the RPZ/DDCV installed on the water piping supplying both the domestic and fire sprinklers. A low flow toilet shall be allowed to be installed near the end of the fire sprinkler system (flow through) in lieu of the RPZ/DDCV.

§903.6.1 Alterations of existing buildings and structures. [Added] Where

required due to improvements to buildings and structures. The provisions of this section are intended to provide a reasonable degree of fire safety in existing structures by requiring installation of an automatic fire-extinguishing system.

§903.6.1.1 Where Required. [Added] All existing buildings and structures, except for Group R-3 One- and Two-Family Dwellings, shall be provided with an automatic fire sprinkler system when the conditions of Chapter 2, Article 1, Section 9105 require.

§903.6.1.1.1 Group R-3 One- and Two-Family Dwellings. [Added] All existing one- and two-family dwellings, buildings and/or structures shall be provided with an automatic fire sprinkler system when the conditions of Chapter 2, Article 2, Section 9113 require.

§903.7 Partial Automatic Fire Sprinkler Systems. [Added] Unless approved in writing by the Fire Code Official, automatic fire sprinkler systems that only protect a portion of the building shall not be allowed.

SECTION 9136. FIRE ALARM AND DETECTION SYSTEMS.

§907.1.6 Working Clearance [Added] A working space of not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided in front of fire protection equipment including, but not limited to: fire sprinkler control valves, fire department connections, hose connections, risers, hood system manual pull stations, fire alarm control panels, fire pumps and specialized fire protection storage tanks (dry chemical, foam, CO₂, clean agent). Where the fire protection equipment is wider than 30 inches (762 mm), the working space shall not be less than the width of the equipment.

No storage of any materials shall be located within the designated working space. Direct access to the working space shall be provided from aisles or access roadways. Modifications to working space dimensions shall be approved by the Fire Code Official.

§907.8.5.1 Fire Department Response to False Alarms. [Added] Any building owner or owner's agent who fails to properly maintain and service any smoke detector or fire alarm system, water flow detection alarm or fire sprinkler tamper alarm, after being notified that service or maintenance is required, will be subject to payment of costs related to any false alarm response by the fire department.

SECTION 9137. FIRE DEPARTMENT CONNECTIONS.

§912.2.1.1 Painting of Fire Protection Equipment and Hydrants. [Added]

When required by the Fire Code Official, fire protection equipment and fire hydrants shall be painted a color specified by the San Mateo County Fire Department.

§912.5.1 Identification. [Added] Fire department connections to sprinkler systems and/or standpipe systems shall clearly identify the building served as required by the San Mateo County Fire Department.

SECTION 9138. GENERAL MEANS OF EGRESS.

§1003.3.4.1 Seismic Restraint of Storage Shelving. [Added] All storage shelving shall be provided with adequate seismic restraint as required by Chapter 16 of the California Building Code. Storage shelving not required to have seismic restraint by the California Building Code may be required to be secured to prevent obstruction of the means of egress as determined by the San Mateo

County Fire Department.

SECTION 9139. EXPLOSIVES AND FIREWORKS

§5601.1.6 Fireworks [Added] All fireworks, including but not limited to, those listed by the California State Fire Marshal as “Safe and Sane”, are prohibited within the jurisdictional boundaries of the San Mateo County Fire Department on a year around basis. An exception is allowed for professional fireworks displays and theatrical use as permitted by the Fire Code Official.

§5608.1.2 Permits [Added] Permits shall be required as set forth in the California Fire Code and this Article.

SECTION 9140. LIQUIFIED PETROLEUM GASES.

§6101.3 Construction Documents [Amended] Where a single LP-gas container is 500 gallons (1893 L) or more in water capacity or the aggregate water capacity of LP-gas containers is more than 2,000 gallons (7570 L), the installer shall submit construction documents for such installation.

ARTICLE 4. HISTORICAL BUILDING CODE

SECTION 9150. ADOPTION OF 2016 CALIFORNIA HISTORICAL BUILDING CODE.

The latest adopted edition of the 2016 California Historical Building Code, Title 24, Part 8, is hereby adopted and incorporated by reference. In addition, all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Historical Building Code” is on file at the San Mateo County Building Inspection Section.

ARTICLE 5. EXISTING BUILDING CODE

SECTION 9160. ADOPTION OF 2016 CALIFORNIA EXISTING BUILDING CODE.

The latest adopted edition of the 2016 California Existing Building Code, Title 24, Part 10, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, within the referenced code above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Existing Building Code” is on file at the San Mateo County Building Inspection Section.

ARTICLE 6. MECHANICAL CODE.

SECTION 9170. ADOPTION OF 2016 CALIFORNIA MECHANICAL CODE.

The latest adopted edition of the 2016 California Mechanical Code, Title 24, Part 4, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices B through D and Appendices F and G, within the referenced code above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Mechanical Code” is on file at the San Mateo County Building Inspection Section.

ARTICLE 7. ELECTRICAL CODE.

SECTION 9180. ADOPTION OF 2016 CALIFORNIA ELECTRICAL CODE.

The latest adopted edition of the 2016 California Electrical Code, Title 24, Part 3, is hereby adopted and incorporated by reference. In addition, Annexes A through J, within the referenced code above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building

Standards Code cycle. A copy of the “California Electrical Code” is on file at the San Mateo County Building Inspection Section.

ARTICLE 8. PLUMBING CODE

SECTION 9190. ADOPTION OF 2016 CALIFORNIA PLUMBING CODE.

The latest adopted edition of the 2016 California Plumbing Code, Title 24, Part 5, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices G through J and Appendix M within the referenced code above and all amendments, errata, and/or emergency supplements, including local amendments as set forth herein, are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Plumbing Code” is on file at the San Mateo County Building Inspection Section.

SECTION 9191. MATERIALS.

§604.1. Pipe, Tube, and Fittings. [*Amended*] Pipe, tube, fittings, solvent cements, thread sealants, solders, and flux used in potable water systems intended to supply drinking water shall be in accordance with the requirements of NSF 61. Where fittings and valves are made from copper alloys containing more than 15 percent zinc by weight, and are used in plastic piping systems, they shall be resistant to dezincification and stress corrosion cracking in accordance with NSF 14.

Materials used in the water supply system, except valves and similar devices, shall be of a like material, except where otherwise approved by the Authority Having Jurisdiction.

Materials for building water piping and building supply piping shall comply

with the applicable standards referenced in Table 604.1.

Exception: Except as otherwise approved by the Authority Having Jurisdiction for deleterious conditions, when the use of CPVC, PEX, and/or PVC is within a structure, it shall be limited to Group R-3, one- and two-family dwellings.

§701.2. Drainage Piping. [Amended] Materials for drainage piping shall be in accordance with one of the referenced standards in Table 701.2 except that:

- (1) No galvanized wrought-iron or galvanized steel pipe shall be used underground and shall be kept not less than 6 inches (152 mm) above ground.
- (2) Except as otherwise approved by the Authority Having Jurisdiction for deleterious conditions, ABS and PVC (DWV) piping installations, used within structures, shall be limited to not more than two stories of Group R-3 one- and two-family dwellings, and shall be installed in accordance with applicable standards referenced in Table 1701.1, of the California Plumbing Code, and the California Building Code.
- (3) No vitrified clay pipe or fittings shall be used above-ground or where pressurized by a pump or ejector. They shall be kept not less than 12 inches (305 mm) belowground.
- (4) Copper or copper alloy tube for drainage and vent piping shall have a weight of not less than that of copper or copper alloy drainage tube type DWV.
- (5) Stainless steel 304 pipe and fittings shall not be installed underground and

shall be kept not less than 6 inches (152 mm) aboveground.

- (6) Cast-iron soil pipe and fittings shall be listed and tested in accordance with standards referenced in Table 1701.1. Such pipe and fittings shall be marked with the country of origin and identification of the original manufacturer in addition to markings required by referenced standards.

§903.1. Applicable Standards. [Amended] Vent pipe and fittings shall comply with the applicable standards referenced in Table 701.2, except that:

- (1) No galvanized steel or 304 stainless steel pipe shall be installed underground and shall be not less than 6 inches (152 mm) aboveground.
- (2) Except as otherwise approved by the Authority Having Jurisdiction for deleterious conditions, ABS and PVC (DWV) piping installations, used within structures, shall be limited to not more than two stories of Group R-3 one- and two-family dwellings, and shall be installed in accordance with applicable standards referenced in Table 1701.1, of the California Plumbing Code, and the California Building Code.

ARTICLE 9. ENERGY CODE.

SECTION 9200. ADOPTION OF 2016 CALIFORNIA ENERGY CODE.

The latest adopted edition of the 2016 California Energy Code, Title 24, Part 6, is hereby adopted and incorporated by reference within the referenced code above and all amendments, errata, and/or emergency supplements are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Energy Code” is on file at the San Mateo County Building Inspection Section.

ARTICLE 10. GREEN BUILDING CODE

SECTION 9210. ADOPTION OF 2016 CALIFORNIA GREEN BUILDING

STANDARDS CODE.

The latest adopted edition of the 2016 California Green Building Standards Code, Title 24, Part 11, is hereby adopted and incorporated by reference. In addition, Part 1 of Division II, appendices G through J and Appendix M within the referenced code above and all amendments, errata, and/or emergency supplements, including local amendments as set forth herein, are also adopted during this triennial California Building Standards Code cycle. A copy of the “California Green Building Standards Code” is on file at the San Mateo County Building Inspection Section.

SECTION 9211. DEFINITIONS

§202. Definitions. [*Amended*]

Construction and demolition debris: [**Added**] Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project; (2) Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.

Contractor: **[Added]** Any person or entity holding, or required to hold, a contractor's license of any type under the laws of the State of California, or who performs (whether as contractor, subcontractor, owner-builder, or otherwise) any construction, demolition, remodeling, renovation, or landscaping service relating to buildings or accessory structures in the unincorporated area of San Mateo County.

Covered Project: **[Added]** any project which consists of one or more of the following:

- (1) Demolition work only, as determined by the Building Official, or designee;
- (2) Amended to follow the California Green Building Standards Code.
- (3) Residential and Non-residential development and new permitted structures, as determined by the Building Official, or designee.
- (4) Additions and alterations of existing permitted structures as determined by the Building Official, or designee.

Designated recyclable and reusable materials: **[Added]**

- (1) Inert solids
- (2) Wood materials, including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;
- (3) Vegetative materials, including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use;
- (4) Metals, including all metal scrap such as, but not limited to, pipes, siding,

window frames, door frames and fences;

(5) Roofing materials including wood shingles and shakes as well as asphalt, stone and slate based roofing material;

(6) Salvageable materials and structures, including, but not limited to doors, windows, fixtures, hardwood flooring, sinks, bathtubs and appliances;

(7) Any other materials that the Building Official, or designee determines can be diverted due to the identification of a recycling facility, reuse facility, or market accessible from the County.

Inert Solids or Inert Waste: **[Amended]** A non-liquid solid waste including, but not limited to, asphalt, concrete, rock, stone, brick, sand, soil and fines, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board pursuant to Division 7 (commencing with Section 13000) of the *California Water Code* and does not contain significant quantities of decomposable solid waste.

Salvage: **[Added]** The controlled removal of materials from a covered project, for the purpose of reuse or storage for later reuse.

Structure: **[Added]** Anything constructed or erected.

Waste Management Plan: **[Added]** A form prescribed by the County that shall indicate how all construction and/or demolition debris from the project will be salvaged, reused, or recycled.

(1) Deconstructing and salvaging all or part of the structure as practicable. AND

(2) Directing all inert solids to reuse or recycling facilities approved by the County. AND

(3) Either

a. Taking all mixed construction and demolition debris to the Mixed Construction and Demolition Debris Recycling facilities approved by the County and taking all sorted or crushed construction and demolition debris to approved facilities. OR

b. Source separating non-inert materials, such as cardboard and paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities approved by the County and taking the remainder (but no more than 50% by weight or yardage) to a facility for disposal. In this option, calculations must be provided to show that 50% of construction and demolition debris (in addition to 100% of inert solids) has been diverted.

SECTION 9212. DECONSTRUCTION, SALVAGE AND RECOVERY.

(a) Contractors are encouraged to make every structure planned for demolition available for deconstruction, salvage, and recovery prior to demolition; and to recover the maximum feasible amount of salvageable designated recyclable and reusable materials prior to demolition.

(b) Recovered and salvaged designated recyclable and reusable materials from the deconstruction phase shall be counted towards the diversion requirements of this chapter.

SECTION 9213. DIVERSION REQUIREMENTS.

(a) Construction and Demolition Debris diversion must comply with the most current California Green Building Standards Code (CALGreen) requirement of

generated construction materials and any future changes to the diversion rate under that Code, and

(b) All inert solids.

(c) For each covered project, the diversion requirements of this chapter shall be met by submitting and following a County of San Mateo Waste Management Plan.

SECTION 9214. REQUIRED INFORMATION PRIOR TO PERMIT ISSUANCE.

Every contractor shall submit a properly completed County of San Mateo "Waste Management Plan," on a form prescribed by the County, as an integral part of the building or demolition permit application process for a covered project. The Waste Management Plan shall indicate the intended salvage, reuse, and recycling facilities, chosen from a list of facilities approved by the County, for all construction and/or demolition debris from the project. Approval of alternative facilities or special salvage or reuse options may be requested of the Building Official, or designee. Approval by the Building Official, or designee, of the Waste Management Plan as complying with this chapter shall be a condition precedent to the issuance of any building or demolition permit for a covered project.

SECTION 9215. ADMINISTRATIVE FEE.

As a condition precedent to the issuance of any building or demolition permit for a covered project, the applicant shall pay to the County a fee as established by resolution to compensate the County for all expenses incurred in administering this chapter.

SECTION 9216. REPORTING.

(a) No later than thirty (30) days following the completion of a permitted demolition project or construction project, the contractor shall, as a condition of final approval and/or for issuance of any certificate of occupancy, submit documentation to the County that demonstrates compliance with the requirements of this chapter.

(b) The documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor's approved "Waste Management Plan" shall be completed by recording and confirming the type of debris diverted and the facilities to which it was taken. The contractor shall sign the completed "Waste Management Plan" form to certify its accuracy as part of the compliance documentation.

(c) Progress reports during construction may be required.

(d) All documentation submitted pursuant to this section is subject to verification by the County.

(e) It is unlawful for any person to submit documentation to the County under this section which that person knows to contain any false statements, including but not limited to false statements regarding tonnage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

SECTION 9217. PENALTIES AND ENFORCEMENT.

(a) Each violation of the provisions of this Article shall constitute a misdemeanor,

and shall be punishable by imprisonment in the county jail for up to six (6) months, or by a fine of up to one thousand dollars (\$1,000), or both. Each day that a violation continues shall be deemed a new and separate offense.

(b) The Building Official, or designee shall have the authority to enforce this Article as specified in section 9005 of the San Mateo County Building Regulations, including but not limited to the authority to order that work be stopped where any work is being done contrary to the provisions of this chapter.

ARTICLE 11. PROPERTY MAINTENANCE CODE

SECTION 9220. ADOPTION OF 2015 INTERNATIONAL PROPERTY

MAINTENANCE CODE.

The latest adopted edition of the 2015 International Property Maintenance Code is hereby adopted and incorporated by reference within the referenced code above and all amendments, errata, and/or emergency supplements, including local amendments as set forth herein, are also adopted during this triennial California Building Standards Code cycle. A copy of the “International Property Maintenance Code” is on file at the San Mateo County Building Inspection Section.

SECTION 9221. GENERAL.

§101.1 Title. [Amended] These regulations shall be known as the *International Property Maintenance Code* of the County of San Mateo, hereinafter referred to as “this code.”

§102.3 Application of other codes. [Amended] Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance

with the procedures and provisions of the *County of San Mateo Building Regulations*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *County of San Mateo Zoning Regulations*.

SECTION 9222. DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION.

§103.5 Fees. [Amended] The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the County of San Mateo Fee Schedule.

SECTION 9223. STOP WORK ORDER.

§112.4 Failure to comply. [Amended] Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the provisions of Section 9003 of this Chapter.

SECTION 9224. DEFINITIONS.

§202 Definitions [Amended]

Bedroom: [Amended] A room used for sleeping purposes that has a minimum floor area of seventy (70) square feet and that is not less than seven (7) feet in any direction. A study, sewing room, sitting room, office, den, or similar room shall be considered a bedroom/sleeping room if it contains a closet, alcove, indentation, or wing wall which creates an area greater than eighteen (18) inches in depth.

SECTION 9225. EXTERIOR PROPERTY AREAS.

§302.4 Weeds. [Amended] Premises and exterior property shall be maintained free from weeds in excess of 18 inches. Noxious weeds shall be prohibited.

Weeds shall be defined as a herbaceous plant not valued for use or beauty, growing wild, and regarded as hindering the growth of superior vegetation, and does not include trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 9003 of these Regulations and as prescribed by the Authority Having Jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

§304.3 Premises identification. [Amended] Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke of 0.5 inch.

§304.14 Insect screens. [Amended] During the period from January 1 to December 31, every outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used

for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

SECTION 9226. HEATING FACILITIES.

§602.3 Heat supply. [Amended] Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from January 1 to December 31 to maintain a minimum temperature of 68 degrees F (20 degrees C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D or the California Plumbing Code.
2. In areas where the average monthly temperature is above 30 degrees F (-1 degree C), a minimum temperature of 65 degrees F (18 degrees C) shall be maintained.

§602.4 Occupiable work spaces. [Amended] Indoor occupiable work spaces shall be supplied with heat during the period from January 1 to December 31 to maintain a minimum temperature of 65 degrees F (18 degrees C) during the period spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

ARTICLE 12. MOVED BUILDINGS

SECTION 9230. DEFINITIONS.

For the purposes of this Article, certain terms, phrases, and words shall be construed as follows:

“Building” is any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

“Building Official” is the Director of Planning and Building Department, in accordance with Section 9004 of this Division, shall refer to the person to whom is delegated as Building Inspection Manager of the Building Inspection Section, Planning and Building Department, County of San Mateo.

“Structure” is that which is built or constructed, an edifice, or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

SECTION 9231. PERMITS REQUIRED.

No person shall move any building or structure into or within the unincorporated territory of the County, or shall remove any building or structure from the unincorporated territory without first obtaining a permit for each such building or structure to be moved or removed.

SECTION 9232. APPLICATION.

To obtain a permit to move or remove a building or structure, the applicant shall first file an application with the Building Inspection Section. In addition to an application for a building permit, every application for a house moving permit shall also contain the following information:

1. The location and legal description of the land on which the building or structure to be moved or removed, at the time of the application, is situated.
2. The location and legal description of the land to which the building or structure is to be moved, even if that location is not within the unincorporated territory of San Mateo County.
3. The alterations or additions, if any, to be made to the building or structure to be moved or removed. Such alterations or additions shall also be subject to obtaining a building permit.
4. The name and address of the person who will install the foundations and do any other necessary work that may be required at the new site, if the building or structure is to be moved or removed to land within the unincorporated territory of the County of San Mateo. Any such foundation work is subject to obtaining a building permit.
5. The name and address of the person who will move or remove the building or structure to be moved or removed.
6. The use made of the building or structure to be moved or removed at the time of application.
7. The use to be made of the building or structure if it is to be moved or removed

- to land within the unincorporated territory of the County of San Mateo.
8. Any such other information as may reasonably be required by the Building Official.

SECTION 9233. FEES.

Fees for permits issued in conformance with this Article are set by resolution of the Board of Supervisors. All fees shall be paid at the time of application including any intended to cover pre-site inspections required by the Building Official. Other fees regarding the placement of the moved building, if within unincorporated San Mateo County, shall be provided at the time of application for a building permit to allow such placement.

SECTION 9234. INVESTIGATION AND REPORT.

The Building Inspection Section of the San Mateo County Planning and Building Department, upon receipt of application for a permit to move or remove a building or structure pursuant to this Chapter, shall make all necessary inspections to determine whether such building or structure may be moved safely without its being demolished or destroyed and shall determine whether or not the proposed location of any building or structure sought to be moved or removed to the unincorporated territory of the County of San Mateo meets the requirements of the San Mateo County Building Regulations and any other laws or ordinances appertaining thereto. The application may also be examined and reviewed by other departments of the County of San Mateo to check compliance with the laws and ordinances. Upon making inspections and the completion of investigation of the application for a permit to move or remove any building or structure, the

Building Official shall make and file a written report of findings and recommendations regarding the application.

SECTION 9235. ISSUANCE OF PERMIT.

If the written report of the Building Official shows that the building or structure specified in the application may be moved safely without its being demolished or destroyed and if the report shows that to where the building or structure is to be moved or removed to within unincorporated County of San Mateo, the building or structure, when so moved or removed, will conform with the requirements of any applicable laws and ordinances, the Building Official shall issue the permit. The following conditions shall be met by the applicant prior to any movement of a structure:

1. The person named in the application as the person who will move the building or structure to be moved or removed shall furnish evidence of public liability insurance covering injuries to persons and property by reason of the proposed moving or removing of said building in a reasonable dollar amount to be approved by the Building Official.
2. When the building to be moved will be crossing or be transported along any County-maintained roadway, a transportation permit may be required by the Director of Public Works. Prior to the issuance of a transportation permit, the applicant or authorized agent, or the contracted house mover shall provide the County with financial assurance for liability during the transportation of the building to the satisfaction of the Director of Public Works.
3. Where the building is to be moved or removed to land within the

unincorporated territory of the County of San Mateo, the applicant or authorized agent, shall provide the County with financial assurance the amount of which is to be determined by the Building Official, guaranteeing the performance for all necessary work and improvements to be completed within one hundred twenty (120) days. Such work and improvements shall include, but not be limited to, the furnishing of all labor and materials necessary to move the building as well as bring the building into code conformance. Any such actions will be in accordance with any applicable laws, ordinances and resolutions of the State of California or the County of San Mateo with respect to health, building, grading, transportation, and zoning.

SECTION 9236. DENIAL OF PERMIT.

If the report prepared by the Building Official shows that moving or removing the building or structure specified in the application may not be done safely without its being demolished or destroyed, the application shall be denied. If the report of the Building Official shows that where the building or structure specified in the application is to be moved or removed into the unincorporated territory of the County of San Mateo that said building or structure may not be made to conform with the requirements of any laws and ordinances applicable thereto, the Building Official shall deny the application for a permit.

SECTION 9237. COMPLIANCE WITH OTHER LAWS AND ORDINANCES.

No permit issued pursuant to this Article shall relieve the applicant from compliance with any requirements of law or ordinances or other jurisdictions outside of the unincorporated territory of the County of San Mateo.

SECTION 9238. APPEALS.

Appeals for different purposes may be made either to the Planning Commission or to the Board of Building Permit Appeals, as follows:

1. Planning Commission. Any aggrieved person may appeal a house moving permit when any permits are also issued under Division VI (Zoning Regulations) within ten (10) working days of such issuance to the Planning Commission.
2. Board of Building Permit Appeals. Any person having record title or legal interest in the building to be moved or removed may appeal from a decision of the Building Official to deny a house moving permit. Such appeal shall be to the Board of Building Permit Appeals in accordance with Chapter 2, Article 13, of this Division.

ARTICLE 13. BOARD OF PERMIT APPEALS.

SECTION 9240. ESTABLISHMENT OF BOARD OF PERMIT APPEALS.

A Board of Building Permit Appeals is hereby established to perform the following two functions:

1. To resolve disputes between the Building Official and building permit applicants or holders concerning the proper interpretation of the: *California Building Code; California Residential Code; California Historical Building Code; California Existing Building Code; California Mechanical Code; California Electrical Code; California Plumbing Code; California Energy Code; California Green Building Standards Code; International Property Maintenance Code; and any other*

Building Code adopted by the San Mateo County Ordinance Code or enforced by the County of San Mateo.

2. Authorized the Building Official to record notices of violations of the foregoing codes with the San Mateo County Recorder.

SECTION 9241. COMPOSITION OF THE BOARD.

The Board shall consist of five members, all of whom shall be appointed by the Board of Supervisors. All five Board members must be residents of San Mateo County. All five members shall reside in the unincorporated area of San Mateo County. At least one member shall be a domestic resident of the “Skyline-South Coast” region of the County. At least one member shall be a domestic resident of the “Midcoast” region of the County. At least one member shall be a domestic resident of the unincorporated “Bayside” region of the County. At least three members shall have technical licensed backgrounds and be actively engaged in one or more of the construction trades regulated by the codes referenced in Paragraph 1 of Section 9240, above. The Board of Supervisors may waive any of these requirements when appointing any member to the Board of Permit Appeals. Such members shall be appointed for three-year terms but shall serve at the pleasure of the Board of Supervisors. The initial appointments, however, shall be made for one, two, or three year terms as the Board of Supervisors may decide.

SECTION 9242. COMPENSATION OF BOARD MEMBERS.

Each Board member shall be paid the sum of \$50.00 for each Board meeting that he or she attends, provided that no member shall be paid for more than one

meeting per month.

SECTION 9243. QUORUM.

The presence of three Board members at a meeting shall constitute a quorum and enable the Board to perform its duties. Decisions may be made by at least three members.

SECTION 9244. STAFF SUPPORT.

The Planning and Building Department shall provide staff support to the Board.

SECTION 9245. MEETINGS.

The Board shall meet at least once a month and designate a mutually agreeable week, day and time of that monthly meeting. Such meetings shall be subject to the requirements of the Brown Act, Government Code Section 54950, et seq.

The Board may cancel any monthly meeting.

SECTION 9246. HEARINGS.

The following persons may apply for a hearing before the Board:

1. Any person who has received a notice of violation or a stop work notice from the Building Official and believes that said notice is based upon an incorrect interpretation or results from an incorrect application of any of the codes referenced in Paragraph 1 of Section 9240, above.
2. Any person who has been denied a building permit by the Building Official and believes that the denial is based upon an incorrect interpretation or results from an incorrect application of any of the codes referenced in Paragraph 1 of Section 9240, above.

The Board shall adopt rules for hearing such applications and shall establish

procedures for providing adequate notice to permit applicants or holders and other interested persons.

SECTION 9247. BOARD POWERS.

Upon completion of the hearing, the Board may take one or more of the following actions:

1. Order the Building Official to record the notice of violation;
2. Request the County Counsel to invoke legal process to obtain code compliance;
3. Grant relief to the applicant in the form of time to correct the violation giving the applicant a date certain by which the violation is to be corrected and upon which the Building Official will be ordered to record the notice of violation should the violation not be corrected.
4. Order granting or denial of the building, mechanical, plumbing, or electrical permit.

SECTION 9248. ADDITIONAL BOARD POWERS.

In addition to the powers previously granted to the Board in this Article, the Board shall also have the discretion to:

1. Allow for the use of alternate building materials provided that the proposed use of alternate building materials is provided for in the appropriate code.
2. Allow for variances to applicable code requirements where the Board is satisfied that health and safety will not be jeopardized by the variance and where strict adherence to the requirement of the applicable code will cause practical difficulties or unnecessary hardships.

3. Review and adjust the investigation or penalty fees which have been assessed against the hearing applicant.

SECTION 9249. DECISIONS OF THE BOARD.

Decisions of the Board shall be final and shall not be appealable to the Board of Supervisors or any other County board, commission, or department.

SECTION 9250. POSTING OF NOTICES OF VIOLATIONS/STOP WORK

NOTICES.

The Building Official shall post the notice conspicuously on the property which is the subject of the notice of violation and/or Stop Work Notice and shall mail a copy of the notice to the owner of record of the property as listed with the office of the County Assessor and to the holder of any building permit. If a contractor has taken the subject building permit on behalf of the owner of the property and the Building Official is aware of the name and address of the contractor, the Building Official shall also mail a copy of the notice to the contractor.

SECTION 9251. RECORDATION ORDERS.

The Board at the request of the Building Official may also order the Building Official to record notices of violations with the County Recorder when the Building Official demonstrates to the Board's satisfaction that:

1. The Building Official posted a notice of violation on the subject property and mailed a copy of the notice of violation to the owner and the contractor, if known;
2. The owner or the contractor did not respond to the notice of violation within twenty (20) calendar days of the date of the notice; or, if a response

was made, the Building Official was not satisfied that the code violation or violations were remedied within a reasonable period as determined by the Building Official;

3. The Building Official thereafter posted a notice of intent to record the notice of violation on the property and mailed a copy of the notice of intent to the owner and the contractor, if known;
4. The owner or the contractor did not respond to the notice of intent to record within ten (10) calendar days of the date of the notice; or, if a response was made, the Building Official was not satisfied that the code violation or violations were remedied within a reasonable period as determined by the Building Official;
5. The recordation of notices of violation shall be limited to those situations which, in the judgement of the Board of Building Permit Appeals, represent serious violations of the codes specified in Paragraph 1 of Section 9240 of this Article. The Board of Building Permit Appeals shall recommend to the Board of Supervisors the criteria for determining serious violations.

SECTION 9252. NOTICE OF RECORDATION/NOTICE OF EXPUNGEMENT.

In all cases in which the Board orders the Building Official to record a notice of violation, it shall likewise order the Building Official to mail a notice of recordation to the owner of the property after recordation of the notice of violation has been accomplished. Said notice of recordation shall also advise the owner how the subject code violation or violations may be remedied. Upon being satisfied that

the subject code violation or violations have been remedied, the Building Official, upon receipt of payment of an expungement fee, shall record a notice of expungement documenting the fact that the applicable code violation or violations have been cured and shall mail a copy of the notice of expungement to the owner of the property. Disputes as to whether a given code violation has been remedied thereby entitling the owner to a notice of expungement are appealable to the Board in the same manner as set forth in Section 9246, of this Chapter.

SECTION 9253. CAVEAT.

Nothing herein shall preclude the Planning and Building Department from immediate referral of code violation cases to the County Counsel's office for enforcement when said violations represent an imminent hazard to persons or property. Nothing herein shall preclude the Planning and Building Department from availing itself of any summary or emergency nuisance abatement ordinances or statutes when code violations represent an imminent hazard to persons or property and where the San Mateo County Ordinance Code or any other applicable body of law provides for the summary or emergency abatement of the type of nuisance created by the code violation.

CHAPTER 3. ALTERNATIVE ENERGY SYSTEMS

ARTICLE 1. EXPEDITED PERMITTING

SECTION 9260. PERMITTING SMALL ROOFTOP SOLAR ENERGY SYSTEMS.

Sections 9261 through 9267 establish an expedited permitting process for

small Residential Rooftop Solar Systems.

SECTION 9261. PURPOSE.

The intent of this Chapter is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act, as amended by Assembly Bill 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems while protecting public health and safety.

This Chapter shall apply to the permitting of all small residential rooftop solar energy systems, as defined herein, in the unincorporated area of the County.

SECTION 9262. DEFINITIONS.

The following definitions shall be applicable to this Chapter.

Building Official: means the San Mateo County Community Development Director or the Director's designated staff representatives, in accordance with Section 9004 of Chapter 1, Article 1 of this Division.

Small residential rooftop solar energy system: means a solar energy system which meets all of the following criteria:

- a. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
- b. A solar energy system that conforms to: (1) all applicable State fire, structural, electrical, and other building codes as adopted or amended by the County; (2) all State and County

health and safety standards consistent with Section 65850.5 of the Government Code; and (3) all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability per California Civil Code Section 714(c)(3).

- c. A solar energy system that is installed on a single- or duplex-family dwelling.
- d. A solar panel or module array that does not exceed the maximum legal building height limit as defined by the County Zoning Regulations or other ordinances applicable to the location of the single- or duplex-family dwelling.

Solar energy system: A system which is an accessory use to any residential, commercial, industrial, mining, agricultural or public use, used primarily (i.e., more than 50 percent) to reduce on-site utility usage, and which is either of the following, as specified by paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the California Civil Code, as such section may be amended, renumbered or re-designated from time to time:

- a. Any solar collector or other solar energy device, the primary purpose of which is to provide for the collection, storage and

distribution of solar energy for electric generation, space heating, space cooling, or water heating.

- b. Any structural design feature of a building, the primary purpose of which is to provide for the collection, storage and distribution of solar energy for electric generation, space heating, space cooling, or water heating.

Specific, adverse impact: A significant quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SECTION 9263. SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEM

REQUIREMENTS.

A building permit is required to install any solar energy system, including a small residential rooftop solar energy system.

All small residential rooftop solar energy systems shall meet applicable health and safety standards and requirements imposed by the State, the County of San Mateo and, if ratified by the County, requirements imposed by fire authorities serving unincorporated areas.

Solar energy systems for heating water in single-family residences and solar collectors for heating water in swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

All solar energy systems for producing electricity shall meet all

applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriter's Laboratories and, where applicable, rules of the Public Utilities Commission.

SECTION 9264. PERMIT PROCESS.

The Building Official shall develop an administrative, non-discretionary expedited review process for small residential rooftop solar energy systems, including application form, standard plan(s) and checklist(s). The checklist(s) shall set forth all requirements with which the small residential rooftop solar energy system must comply in order to be eligible for expedited review.

The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to the recommendations for expedited permitting, including the checklists and standard plans, contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

The application form, standard plans and checklists for small residential rooftop solar energy systems adopted by the Building Official, as well as all other required permitting documentation, shall be published on the County's website.

An applicant may submit the application and related documentation for

a small residential rooftop solar energy system by electronic submittal (email, internet or facsimile), as specified on the County website.

Electronic signatures shall be accepted by the County on all electronic submittals in lieu of wet signature, in conformance with California Government Code Section 16.5 and 2 Cal. Code Regs. Section 22000 et seq.

SECTION 9265. APPLICATION REVIEW.

An application shall be deemed complete if the Building Official determines it includes all of the information and documents required by the application form, the standard plan form and the standard checklist.

If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to complete the application for expedited permit issuance shall be sent to the applicant as soon as practicable.

Upon confirmation that an application is complete, the Building Official or staff shall review the application on an expedited basis.

The Building Official shall issue a building permit within a reasonable time following receipt of a complete application that meets the requirements of the approved checklist, standard plan and this Chapter, including all local, State, and Federal health and safety requirements, and after all the required fees have been paid. The permit may be issued electronically.

Approval of an application shall not be based or conditioned on the approval of an association, as defined in Section 4080 of the California Civil Code.

Approval of an application does not authorize connection to the electrical grid, which must be obtained from the applicable utility.

SECTION 9266. USE PERMIT REQUIREMENT.

The Building Official may require an applicant to apply for a use permit pursuant to the procedures contained in Section 6503 and other applicable sections of the San Mateo County Zoning Regulations, if the Building Official finds, based on substantial evidence, that the small residential rooftop solar energy system could have a specific, adverse impact upon the public health and safety. If the Building Official determines that an applicant shall be required to apply for a use permit, the Building Official shall provide the applicant with written notice of this determination which sets forth the factors supporting this determination and the evidence relied upon in making the determination. A decision of the Building Official to require a use permit may be appealed to the County Planning Commission, according to the procedures set forth in Section 6104(j) of the San Mateo County Zoning Regulations.

Use permit applications shall be submitted to the County Planning and Building Department and acted on by the County Planning Commission pursuant to Section 6503 of the San Mateo County Zoning Regulations. The Planning Commission may deny a use permit upon

written findings based on substantial evidence that the proposed installation would have a specific, adverse impact on the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, including but not limited to any cost-effective method, condition or mitigation imposed by the County on another similarly situated application in a prior successful application for a permit. The findings shall include the basis for the rejection of any potential feasible alternatives proposed by the applicant for preventing the adverse impact.

Decisions by the Planning Commission to deny, approve or approve with conditions any use permit may be appealed to the County Board of Supervisors pursuant to Section 6504 of the San Mateo County Zoning Regulations.

Any conditions imposed on a permit to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible. The County shall use best efforts to ensure that any selected method, condition or mitigation meets the conditions of Civil Code Section 714(d)(1), subparagraphs (A) and (B), which define restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

SECTION 9267. INSPECTION.

As soon as practicable after the applicant notifies the Building Official

that a small residential rooftop solar energy system has been installed under a building permit, the Building Official shall inspect the system to verify compliance with the building permit requirements and standards. Only one inspection shall be required and performed by County staff for small residential rooftop solar energy systems eligible for expedited review. However, a separate fire inspection may be performed if an agreement with the local fire authority does not exist for County staff to perform safety inspections on behalf of the fire authority.

If the Building Official determines that the system was not installed in compliance with the building permit, the Building Official will notify the permittee of the actions needed to bring the system into compliance and will conduct additional inspections as necessary. No small residential rooftop solar system may be operated until the Building Official verifies in writing that it complies with the building permit and all checklist requirements.

CHAPTER 4. ELECTRIC VEHICLE CHARGING STATIONS.

ARTICLE 1. EXPEDITED PERMITTING.

SECTION 9270. PERMITTING ELECTRIC VEHICLE CHARGING STATIONS.

Sections 9271 through 9277 establish an expedited permitting process for Electric Vehicle Charging Stations.

SECTION 9271. PURPOSE.

The intent of this Chapter is to adopt an expedited, streamlined permitting process for electric vehicle charging stations to achieve timely and cost-

effective installations of electric vehicle charging stations while protecting public health and safety.

This Chapter shall apply to the permitting of all electric vehicle charging stations, as defined herein, in the unincorporated area of the County.

SECTION 9272. DEFINITIONS.

The following definitions shall be applicable to this Chapter.

Building Official: means the San Mateo County Community Development Director or the Director's designated staff representatives, in accordance with Section 9004 of Section 3, Article 1 of this Division.

Electric Vehicle Charging Station or charging station: means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Section, and delivers electricity from a service outside an electric vehicle into a plug-in electric vehicle.

Specific, adverse impact: A significant quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SECTION 9273. ELECTRIC VEHICLE CHARGING STATION

REQUIREMENTS.

- a. A building permit is required to be obtained by the property owner or licensed contractor to install any electric vehicle charging stations.
- b. All electric vehicle charging stations shall meet applicable health and

safety standards and requirements imposed by the State, the County of San Mateo and, if ratified by the County, requirements imposed by fire authorities serving unincorporated areas.

- c. All electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, Society of Automotive Engineering, the National Electrical Manufacturer's Association, and accredited testing laboratories such as Underwriter's Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

SECTION 9274. PERMIT PROCESS.

- a. The Building Official shall develop an administrative, non-discretionary expedited review process for electric vehicle charging stations, including application form, standards and checklist(s). The checklist(s) shall set forth all requirements with which the charging stations must comply in order to be eligible for expedited review.
- b. The electric vehicle charging stations permit process, standards, and checklist(s) shall substantially conform to the recommendations for expedited permitting, including the checklists and standards, contained in the most current version of the Zero-Emissions Vehicles in California: Community Readiness Guidebook, including but not limited to the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" adopted by the Governor's Office of Planning and Research.

- c. The application form, standards and checklists for electric vehicle charging stations adopted by the Building Official, as well as all other required permitting documentation, shall be published and made publically accessible on the County's website.
- d. An applicant may submit the application and related documentation for an electric vehicle charging station by electronic submittal (email, internet or facsimile), as specified on the County website. Electronic signatures shall be accepted by the County on all electronic submittals in lieu of wet signature.

SECTION 9275. APPLICATION REVIEW.

- a. An application shall be deemed complete if the Building Official determines it includes all of the information and documents required by the application form, the standards and the standard checklist. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to complete the application for expedited permit issuance shall be sent to the applicant.
- b. The Building Official shall issue a building permit within a reasonable time following receipt of a complete application that meets the requirements of the approved checklist, standards and this Chapter, including all local, State, and Federal health and safety requirements, and after all the required fees have been paid. The permit may be issued electronically.

- c. Approval of an application shall not be based or conditioned on the approval of an association, as defined in Section 4080 of the California Civil Code.
- d. Approval of an application does not authorize connection to the electrical grid, which must be obtained from the applicable utility. An application submitted to an entity which owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

SECTION 9276. USE PERMIT REQUIREMENT.

- a. The Building Official may require an applicant to apply for a use permit pursuant to the procedures contained in Section 6503 and other applicable sections of the San Mateo County Zoning Regulations, if the Building Official finds, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health and safety. If the Building Official determines that an applicant shall be required to apply for a use permit, the Building Official shall provide the applicant with written notice of this determination which sets forth the factors supporting this determination and the evidence relied upon in making the determination. A decision of the Building Official to require a use permit may be appealed to the County Planning Commission, according to the procedures set forth in Section 6104(j) of the San Mateo County Zoning Regulations.

- b. Use permit applications shall be submitted to the County Planning and Building Department and acted on by the County Planning Commission pursuant to Section 6503 of the San Mateo County Zoning Regulations. The Planning Commission may deny a use permit upon written findings based on substantial evidence that the proposed installation would have a specific, adverse impact on the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, including but not limited to any cost-effective method, condition or mitigation imposed by the County on another similarly situated application in a prior successful application for a permit. The findings shall include the basis for the rejection of any potential feasible alternatives proposed by the applicant for preventing the adverse impact.
- c. Decisions by the Planning Commission to deny, approve or approve with conditions any use permit may be appealed to the County Board of Supervisors pursuant to Section 6504 of the San Mateo County Zoning Regulations.
- d. Any conditions imposed on a permit to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

SECTION 9277. INSPECTION.

- a. After the applicant notifies the Building Official that an electric vehicle charging station has been installed under a building permit,

the Building Official shall inspect the charging station to verify compliance with the building permit requirements and standards.

- b. If the Building Official determines that the charging station was not installed in compliance with the building permit, the Building Official will notify the permittee of the actions needed to bring the system into compliance and will conduct additional inspections as necessary. No charging station may be operated until the Building Official verifies in writing that it complies with the building permit and all checklist requirements.

CHAPTER 5. REGULATIONS FOR EXCAVATING, GRADING, FILLING AND CLEARING ON LANDS IN UNINCORPORATED SAN MATEO COUNTY.

ARTICLE 1. EXCAVATING, GRADING, FILLING AND CLEARING.

SECTION 9280. SCOPE AND PURPOSE.

It is the declared intent of the County of San Mateo to promote the conservation of natural resources, including topography and vegetation, as well as to protect health and safety, which includes the reduction or elimination of the hazards of earth slides, mud flows, rock falls, undue settlement, erosion, siltation, and flooding, or other special conditions. To achieve these goals, the adverse effects of grading, cut and fill operations, land clearing, water runoff, and soil erosion must be minimized. Therefore, the following regulatory provisions of this chapter shall apply for the purpose of stringent control of all aspects of grading and clearing operations and to establish procedure for issuance, administration and enforcement of a permit.

SECTION 9281. APPLICATION OF CHAPTER.

This chapter shall apply to all grading and excavating operations conducted in the unincorporated portions of the County, unless such operations are specifically excepted or unless a permit for such operations is required in accordance with Sections 6501 and 6502 of the San Mateo County Ordinance Code, Zoning Annex.

SECTION 9282. DEFINITIONS.

For the purposes of this Chapter, the following definitions apply:

1. Architect: A professional architect registered in and by the State of California.
2. As Graded: The surface conditions extant on completion of grading.
3. Bedrock: In-place solid rock.
4. Bench: A relatively level step excavated into earth material on which fill is to be placed, or within a cut or fill slope.
5. Best Management Practices Handbook: A compilation of erosion and sediment control measures which is maintained by the County Planning and Building Division.
6. Blending: A term for the intermixing and compaction of natural site soils (such as materials from two natural soil horizons), or for the intermixing of natural site soils with imported soil or other materials.
7. Borrow: Earth material acquired from on- or off-site locations for use in grading on a site.
8. Buttress Fill: A compacted fill placed in such a manner as to buttress and

- retain weak or unstable materials.
9. Certification: A written engineering or geological opinion concerning the progress and completion of the work.
 10. Civil Engineer: A professional engineer registered in and by the State of California to practice in the field of civil works.
 11. Civil Engineering: The application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works.
 12. Contour Rounding: The rounding of cut and fill slopes in the horizontal and vertical planes to promote stability, to blend with existing contours or to provide horizontal variation, and to eliminate the artificial appearance of slopes.
 13. Compaction: The densification of a fill by mechanical or other means.
 14. Competent Material: Earth material capable of withstanding the loads or forces which are to be imposed upon it without failure or detrimental settlement as certified by the appropriate geotechnical consultant.
 15. County: When referring to approvals, denials or waivers, shall mean the County of San Mateo, or its designees.
 16. Depth of Cut or Fill: The vertical distance between existing natural ground and the finish elevation at any location.
 17. Drainage Way: A natural or manmade channel which collects and intermittently or continuously conveys stormwater runoff.
 18. Dust Control Plan: A written procedure describing the method, equipment,

and materials to be used in minimizing and controlling dust arising from the construction activities.

19. Earth Material: Any rock, or natural soil or any combination thereof.
20. Engineering Geologist: A professional engineering geologist certified in and by the State of California to practice in the field of engineering geology.
21. Engineering Geology: The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
22. Erosion: The wearing away of the ground surface as a result of the movement of wind, or water.
23. Erosion Control Plan: A written report describing the measures, materials and implementation schedule proposed for erosion control on a grading site, as per Performance Standards for Erosion and Sediment Control Plans described in the Grading Permit Performance Standards Handbook.
24. Excavation: The mechanical removal of earth material.
25. Fill: A deposit of earth or waste material placed by artificial means.

(Engineered fill is material placed according to the recommendations and under the observation of a geotechnical consultant.)
26. Geotechnical Consultant: A soil engineer or engineering geologist.
27. Grade: The vertical location of the ground surface.
28. Grade, Existing: The grade prior to grading.
29. Grade, Finish: The final grade of the site which conforms to the approved

plan.

30. Grade, Rough: The stage at which the grade approximately conforms to the approved plan.
31. Grading: Any excavating, filling, or placement of earth materials or combination thereof.
32. Grading Permit Performance Standards: A handbook to be used by the applicant which details requirements for Erosion and Sediment Control Plans, Grading Standards, Geotechnical Report Guidelines and Dust Control Plan Guidelines.
33. Height of Cut and Fill Slopes: The finish vertical distance from the top to toe of slope.
34. Key: A trench (or bench) excavated in competent earth material beneath a proposed fill for placement of engineered fill.
35. Land Clearing: The removal of vegetation down to the duff or bare soil by any method.
36. Land Clearing Permit: A permit granted by the Planning Director or Planning Commission which authorizes the permittee to carry out land clearing.
37. Land Disturbance/Land Disturbing Activity: Clearing, grading or other manipulation of the terrain.
38. Minimum Standards for Geotechnical Reports: A handbook which details the information to be included in a geotechnical report.
39. Nesting: The placement of large rocks such that voids in the fill are

created and that proper compaction becomes difficult or impossible.

40. Replacement: The removal and wasting of soil materials as judged unsuitable for the support of dwellings or other site improvements, and their replacement with suitable soil materials properly engineered.
41. Reworking: The removal, or processing and subsequent mechanical densification or consolidation of existing soil material for reasons of deficiency in one or more respects.
42. Significant: Any detrimental effect on the physical or natural state which cannot be adequately mitigated and as identified by Sections 21,000 et seq. of the California Public Resources Code.
43. Site: Any lot or parcel of land or continuous combination thereof, where grading is anticipated.
44. Slope: An inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
45. Soil: The highly weathered top layer of the earth's surface, excluding bedrock, but including any otherwise unconsolidated earth materials.
46. Soil Engineer: A civil engineer experienced and knowledgeable in the practice of soil engineering.
47. Soil Engineering: The application of the principles of soil mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection and testing of the construction thereof.
48. Stabilization: Any procedure that will result in increased shear strength in a soil.

49. Structure: Something constructed or built, as a building, a wall, a bridge, a road, a dam, etc.

50. Terrace: A relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

51. Variable Slope: The variation of a cut or fill slope in the vertical plane to blend with existing contours and vertical undulation to eliminate the artificial appearance of slopes or to take advantage of inherent characteristics of the slope material.

52. Waste Material: Non-hazardous useless or discarded material.

53. Watercourse: A blue line perennial or intermittent stream as shown on USGS topographic 7 1/2 minute quadrangle series maps.

SECTION 9283. PERMIT REQUIREMENTS.

For the purpose of this chapter and to establish an orderly procedure for excavating, grading, filling and clearing, land disturbing activities shall be handled in two distinct phases.

1. Grading: A grading permit shall be required for activities involving grading except as exempted in Section
2. Clearing: A land clearing permit for the removal of vegetation shall be required when:
 - a. The land area to be cleared is 5,000 sq. ft. or greater, within any two-year period except in County Scenic Corridors where vegetation removal is greater than 1,000 sq. ft.
 - b. Existing slopes are greater than 20 percent.

- c. The land area to be cleared is in any sensitive habitat or buffer zone as identified in the County General Plan.

SECTION 9284. EXEMPTIONS.

The following exemptions shall not apply to land disturbances within natural drainage channels.

- 1. No person shall do any grading or land clearing without first having obtained a permit from the County required by this chapter, except for the following:
 - A. An excavation below finished grade for basements and footings of a building, retaining wall, swimming pool, or other structure authorized by a valid building permit. This statement shall not exempt from permit requirement under this chapter, any fill made with the material on- or off-site from such excavation nor exempt any excavation having an unsupported height greater than 5 feet after the completion of such structure, nor when any single purpose excavation exceeds 250 cubic yards.
 - B. Cemetery graves.
 - C. Approved grading in conjunction with a timber harvest permit issued by the County of San Mateo.
 - D. Excavations for water wells or utilities.
 - E. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay, provided a valid surface mining and reclamation permit issued by the County of San Mateo is in effect.

- F. Exploratory excavations under the direction of soils engineer or engineering geologists. Such excavations are not to result in an erodible, hazardous, or unstable state. The County Geologist shall be informed of such explorations at least two (2) working days prior to commencement of work.
- G. An excavation which is less than 2 feet in maximum vertical depth made on competent natural terrain with a slope flatter than five horizontal to one vertical and which creates slopes no steeper than two horizontal to one vertical and removes less than 150 cubic yards of material.
- H. A fill less than 2 feet in depth, placed on natural terrain with a slope flatter than five horizontal to one vertical, not intended to support structures, and which does not exceed 150 cubic yards on any one parcel, and does not obstruct a drainage course or affect structural integrity of adjacent property.
- I. Work conducted in any County street, public right-of-way or easement when the work is for a public facility, public utility or other public purposes, or is controlled by other permits.
- J. Emergency work as authorized by the Planning Director necessary to protect life, limb or property; or to maintain the safety, use or stability of a public way or drainage way.
- K. The land area to be cleared is for fire protection purposes as required by the San Mateo County Fire Code, Chapter 2, Article 3,

Section 9129.

- L. The land area to be cleared is for routine agricultural activities including but not limited to plowing, harrowing, disking, ridging, listing, leveling, and similar operations to prepare a field for a crop, or the land area to be cleared is for resource management such as brush clearing, erosion control or other resource management programs carried out under the purview of the Resource Conservation District.
- M. Gardening for home use.
- N. Agricultural use of land that is operated in accordance with a conservation plan approved by and implemented according to the practices of the Resource Conservation District (RCD) or when it is determined by the RCD that such use will not cause excessive erosion or sediment losses, based on applicable soil loss tolerance values.
- O. Grading projects for purposes of soil conservation that have been approved by the San Mateo County Resource Conservation District (RCD) when plans for such project have been filed by the RCD with the Planning Division and the Department of Public Works and with the submittal of a certificate of exemption from the Resource Conservation District.
- P. Agricultural water impoundments not exceeding the minimum limitations of the State Dams and Reservoir Act of 1967 (Sections

6000 et seq. of the Water Code) when approved by the San Mateo County Resource Conservation District and with the submittal of a certificate of exemption from the RCD and provided plans are to be filed with the Planning Division and the Department of Public Works by the RCD.

- Q. The land area to be cleared is to be carried out under an approved Forest Improvement Program or Chaparral Management Program under the purview of the California Department of Forestry when plans for such projects have been filed with the Planning Division.
- R. Repair of storm damage consisting of slide repair, debris removal and water impoundment replacement on agricultural lands carried out under the purview of the ASCS or RCD provided that such activity does not create hazards to other lands.

SECTION 9285. APPLICATION REQUIREMENTS.

- A. Grading Permit: To obtain a grading permit, the applicant shall first file a written application with the Planning and Building Division on a form provided by the Planning Director.

The application shall be accompanied by the following material:

1. Where applicable, a letter from the property owner authorizing the property owner's representative to sign the application.
2. Fees as set by resolution of the Board of Supervisors.
3. A civil engineer's estimate of the quantity of materials to be moved.
4. A geotechnical report except when waived by the Director of Public

Works. The applicant must comply with the Uniform Building Code and the County of San Mateo Minimum Standards for Geotechnical Reports.

5. Two sets of grading plans. When the permit is to be heard by the Planning Commission, seven sets of plans are required. The plans shall be prepared and signed by a civil engineer and shall be 24" x 36" and in a form approved by the Director of Public Works. Where a geotechnical report has been required, the geotechnical consultant shall certify on the San Mateo County Geotechnical Consultant Approval Form that applicable portions of the plans have been prepared in accordance with the recommendations contained in the geotechnical report. The plan shall contain at least the following items (additional material may be required to show conformance of the proposed grading with the requirements of this division and other related ordinances).
 - a. A vicinity map or other means of adequately indicating the site location.
 - b. Boundary lines of the site.
 - c. If there is a proposed subdivision, each lot or parcel of land into which the site is proposed to be divided.
 - d. The location of any existing buildings, structures, easements, or underground utilities on the property where the work is to be performed, and the location of any buildings or structures on

adjacent land within 50 feet of the proposed work.

- e. Accurate contours showing the topography of the existing ground extending at least 10 feet outside all boundary lines of the project site, based on elevations taken on adjacent property or other means approved by the Director of Public Works. The contour lines shall be at intervals sufficient to show the configuration of the ground before grading relative to a bench mark established at or adjacent to the grading site.
- f. All of the proposed uses for which the proposed grading is necessary.
- g. Elevations, locations, extent and slope of all proposed grading shown by contours, or other acceptable means, and location of any rock disposal areas, buttress fills, subdrains, or other special features to be included in the work. Contours of the finished surface of all proposed grading shall also be included.
- h. A statement of the quantities of material to be excavated and/or filled and the amount of such material to be imported to, or exported from, the site. Approved disposal sites must be used.
- i. Location and nature of known or suspected soil or geologic hazard areas.
- j. Approximate boundaries of any areas with a history of flooding.
- k. Location, width, direction of flow and approximate location of top and toes of banks of any watercourses.

- l. General location and character of vegetation covering the site and the locations of trees with a trunk diameter of 12 inches or more, measured at a point 4 ½ feet above average ground level, within 12 feet of the area to be disturbed by the proposed grading.
- m. A detailed plan for erosion and sediment control, both during construction and permanent, unless the site has no slopes greater than 2 percent or unless waived or modified by the Director of Public Works (see Erosion and Sediment Control Plan, Grading Permit Performance Standards Handbook).
- n. A plan for dust control (see Dust Control Plans, Grading Permit Performance Standards).
- o. Name and signature of the registered civil engineer (when required) under whose direction the grading plan is prepared.
- p. Specifications, and cross-sections, profiles, elevations, dimensions and construction details based on accurate field data.
- q. Construction details for roads, watercourses, culverts, bridges and drainage devices, retaining walls, gabion walls, cribbing, dams, and other improvements existing or to be constructed, together with supporting calculations and maps.
- r. Such other information as the Director of Public Works or Planning Director may require.

- B. Agricultural Water Impoundments Permit Requirements: Plans and profiles not under the purview of the RCD and therefore not exempt under Section 9284 (R) shall be prepared by a licensed engineer as required by the Director of Public Works and be subject to permits and approvals from the Planning Division. All construction must be in accordance with approved plans and specifications and, when required, is to be done in the presence of and certified by a licensed soils engineer or engineering geologist as appropriate.
- C. Land Clearing Permit Application Requirements: To obtain a land clearing permit, the applicant shall first file a written application with the Planning and Building Division on a form provided by the Planning Director. The application for a land clearing permit shall be accompanied by the following materials:
1. Where applicable, a letter from the property owner authorizing the property owner's representative to sign the application.
 2. Fees as set by resolution of the Board of Supervisors.
 3. An Erosion Control Plan (as specified in the Performance Standards Handbook).
 4. Plan for the removal of vegetation. The plan shall include at a minimum:
 - a. A vicinity map or other means of adequately indicating the site location.
 - b. Boundary lines of the site.

- c. Location of area to be cleared.
- d. Location of existing structures on the site.
- e. A plan for disposal of the removed vegetation.
- f. Purpose of removal.

SECTION 9286. REVIEW, REFERRAL AND REPORT.

1. Prior to acceptance, the application shall be reviewed by the Planning Division and the Department of Public Works for compliance with Section 9285 (A) or 9285 (B). Additional information may subsequently be required to demonstrate compliance with this chapter.
2. The Planning Division shall refer the application to the Department of Public Works and other interested departments and agencies for comment and recommendation. In reviewing the application and plans and making his recommendations, the Director of Public Works shall report whether the grading as proposed complies with the standards as detailed in Section 9296 and shall recommend conditions to assure such compliance.
3. It shall be the duty of the Planning Director to forward the application together with recommendations thereon to the appropriate body specified in Section 9287 for its action.

SECTION 9287. DECISION MAKING AUTHORITY.

The following person or body shall grant the indicated permits as required by this chapter:

1. The Planning Commission: All grading and land clearing permits in State or County Scenic Road Corridors.

2. Planning Director: Land clearing permits outside State or County Scenic Road Corridors; grading permits for agricultural water impoundments which do not qualify for exemption under Section 9284 (P) and which are located outside State and County Scenic Road Corridors; and grading permits involving cut or fill not to exceed 1,000 cubic bank yards.
3. Zoning Hearing Officer: All other grading permits.

SECTION 9288. PUBLIC HEARING AND COMMENT.

1. The Zoning Hearing Officer, Planning Commission or Board of Supervisors shall hold a public hearing before taking action on any grading or land clearing permit which is before them.
2. A public hearing on a grading or land clearing permit may be held concurrently with any other public hearing on the project held by the appropriate person or body specified in Section 9287.
3. In addition to testifying at a public hearing, any person may submit written comment on an application for a grading or land clearing permit, or on a permit appeal, at any time prior to the close of the applicable public hearing. If no public hearing is required, written comments may be submitted prior to the decision date specified in any notice required by Section 9289. Written comments shall be submitted to the Planning Director who shall forward them to the appropriate person, commission or board.

SECTION 9289. NOTICE REQUIREMENTS.

Where a public hearing is required, notice shall be given as required for use

permits in Section 6503 of the San Mateo County Ordinance Code, Zoning Annex, if in the opinion of the Planning Director the grading activity may affect properties beyond 300 feet from the property line, additional notice may be required as deemed appropriate. In addition, ten (10) days prior to action by the Planning Director, notice of grading permits required for agricultural water impoundments shall be given in the same manner; such notice shall specify the date on which a decision will be made.

SECTION 9290. FINDINGS, CONDITIONS AND ACTION.

1. The decision making authority will review the report submitted by the Planning Division regarding the permit and make the following findings in any action to approve the permit:
 - a. That the granting of the permit will not have a significant adverse effect on the environment.
 - b. That the project conforms to the criteria of this chapter, including the standards referenced in Section 9296.
 - c. That the project is consistent with the General Plan.
2. Approval of a permit required by this chapter shall be conditioned as necessary to ensure conformance with this chapter. For agricultural water impoundments, the permit may be conditioned as appropriate to include such requirements as having adequate evidence of water rights provided by the State Division of Water Rights in advance of construction. The approving authority may require modification and resubmittal of project plans, drawings and specifications. When

modification and resubmittal of plans is required, action shall be deferred for a sufficient period of time to allow the Planning Director to prepare his recommendation on the modified project.

3. After reviewing the evidence regarding the application for permit, the decision making authority shall either grant or deny the permit based on the conditions and findings described in Section 9290.1 and 9290.2.

SECTION 9291. APPEALS.

The action of the decision maker in authorizing or denying a permit may be appealed by the applicant, or any other person who is aggrieved by issuance of or non-issuance of the permit or any conditions thereof.

Permits considered and acted upon by the Planning Director or Zoning Hearing Officer may be appealed to the Planning Commission, by filing a written notice of appeal with the Planning Division within ten (10) working days from issuance or denial of said permit. The Planning Commission shall hear such appeal and render a decision following such hearing. The decision of the Planning Commission is appealable to the Board of Supervisors in the manner described above. The decision of the Board of Supervisors shall be final. The action taken by the decision maker shall be reported to the affected parties.

SECTION 9292. DURATION OF PERMIT.

If a substantial amount of work authorized by any permit is not commenced within eight (8) months of the date of issuance or as otherwise indicated on the face of the permit, or on the improvement agreement, or if said work is not completed within one (1) year of commencement or as otherwise indicated on

the permit or the improvement agreement, the permit shall expire and become void.

SECTION 9293. RENEWAL.

The renewal of an expired permit may be administratively approved by the Planning Director providing no changes to the plans have been made. An application for such renewal must be made in writing no later than one month prior to the expiration date, in the same manner as specified for in the original application. The fees for such renewal will be one half (½) the original fee. Two renewals may be granted. Extensions beyond two renewals require a complete new application and must be submitted with full fees.

SECTION 9294. PERMIT AMENDMENT.

Upon application by the permittee, the permit required by this chapter may be amended by the approving authority. Application for and action on an amendment shall be accomplished in the same manner specified by this chapter for initial approval of the permit. All sections of this chapter shall apply to the permit amendment.

SECTION 9295. SECURITIES.

The County may require the applicant, as a condition of issuing a permit required by this chapter, to post a security in an amount as determined by the County.

The security shall be of sufficient amount to ensure compliance with the conditions of the permit, this chapter, and to repair any damage that may result from the land disturbing activity. Release of the security shall occur one year after installation of the measures and be conditioned on the faithful performance

of the conditions of the permit.

Securities will be released only upon satisfactory completion of the work and completion of a one-year warranty period required by the County. When landscaping or erosion control measures are required, a separate security shall be posted for a period of two-growing seasons. The security shall be based upon the cost of placement or replacement of the landscaping or the work performed, whichever is greater.

SECTION 9296. STANDARDS.

The following standards delineate levels of design and control to be met during the project. Their purpose is to assure that development is accomplished so as to minimize adverse effects on the existing terrain and to minimize the potential for erosion.

1. Erosion and Sediment Control. An erosion and sediment control plan and subsequent implementation shall be required except where an environmental assessment by the County Planning Division of the site shows that such plan is not necessary. Plans shall conform to standards as detailed in the Grading Permit Performance Standards Handbook.
2. Grading. Performance standards, as detailed in the Grading Permit Performance Standards Handbook, are to apply to all aspects of the proposed grading and are intended to be operational during all stages of development.
3. Geotechnical Reports. When it is determined by the Department of Public Works that conditions on the project site warrant a geotechnical report (see

9285(A) – Application Requirements, Grading Permit), the report shall be prepared by a professional geotechnical consultant under the direction of a soils engineer and an engineering geologist in accordance with the current Minimum Standards for Geotechnical Reports and the Grading Permit Performance Standards Handbook.

4. Dust Control Plans. All projects must submit dust control plans as detailed in the Grading Permit Performance Standards Handbook.
5. Fire Safety. All equipment used in grading operations shall meet spark arrester and fire fighting tool requirements as specified in the California Public Resources Code.
6. Time Restrictions. The period from October 1 to April 30 has been determined to be the period in which heavy rainfall normally occurs in the County. During said period, no land disturbing activity shall be authorized on any single site under a permit if the Planning Director determines that such work will endanger the public health or safety or cause excessive erosion.

SECTION 9297. RESPONSIBILITIES DURING PROJECT IMPLEMENTATION.

All land disturbing activities for which a permit is required shall be subject to inspection by the County. In addition to the inspections specified in Sections 9297.1 and 9297.2, the County may make such other inspections as it deems necessary to determine that the work is being performed in compliance with the requirements of this chapter.

1. Civil Engineer.
 - a. For engineered grading, it shall be the responsibility of the civil

engineer who prepares the approved grading plan to incorporate all recommendations from the geotechnical reports into the grading plan. The civil engineer shall also be responsible for the inspection and certification of the grading within the engineer's area of technical specialty. This responsibility shall include, but need not be limited to, inspection and certification as to the establishment of line, grade and drainage of the development area. The civil engineer shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor and the County. The civil engineer shall also be responsible for the preparation of revised plans and the submission of as-graded grading plans (see Section 9297.5) upon completion of the work.

- b. Prior to foundation work, the permittee's engineer shall certify that the building pad elevations do not vary more than two-tenths (0.2) of a foot from the approved pad elevations.
- c. When work has been completed, the civil engineer shall certify that all grading, lot drainage and drainage facilities have been completed and the slope planting installed in conformance with the approved plans and the requirements of this chapter.

2. Soils Engineer and Engineering Geologist.

- a. During grading, all necessary reports, compaction data, and geotechnical recommendations shall be submitted to the permittee's civil engineer and the Department of Public Works by the soils

engineer and the engineering geologist.

- b. The soils engineer's area of responsibility shall include, but need not be limited to, the professional inspection and certification concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes and design of buttress and replacement fills, and the design and need for subdrains and other groundwater control devices, where required, incorporating data supplied by the engineering geologist.
- c. The engineering geologist's area of responsibility shall include, but need not be limited to, professional inspection and certification of the adequacy of natural ground for receiving fills and the stability of cut slopes with respect to geological matters. Applicable findings shall be reported to the soils engineer and the civil engineer for engineering analysis.
- d. During grading, periodic density tests shall be made by the geotechnical consultant and submitted to the Department of Public Works. Dry density, moisture content, and the location, elevation and sampling date of each sample taken shall be reported, along with sufficient data to correlate with laboratory analyses submitted. In addition, the location and type of all surface and subsurface water control measures shall be submitted.
- e. Upon completion of the grading, the geotechnical consultant shall certify that the site was graded and filled with material in accordance

with approved specifications and approved geotechnical recommendations. The certification should be completed on the Geotechnical Consultant Approval Form provided by the Department of Public Works.

3. Change of Consultant.

If the civil engineer, the geotechnical consultant or the testing agency of record is changed during the course of the work, the work shall be stopped until the replacement has agreed to accept the responsibility within the area of its technical competence for certification upon completion of the work.

4. Noncompliance.

If, in the course of fulfilling its responsibility under this chapter, the civil engineer, the geotechnical consultant or the testing agency finds that the work is not being done in conformance with this chapter, or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Department of Public Works and the Planning Director. Recommendations for corrective measures, if necessary, shall be submitted. Project work shall be stopped until corrective measures are approved by the County.

5. Supplemental Reports.

Upon completion of the rough grading work, and at the final completion of the work, the County may require the following reports and drawings and supplements thereto:

- a. An as-graded grading plan prepared by the civil engineer including original ground surface elevations, as-graded ground surface elevations, lot drainage patterns and locations and elevations of all surface and subsurface drainage facilities, cut fill lines and all other pertinent information including, but not limited to, buttress and replacement fills, restricted from building areas, etc.
- b. An as-built grading report prepared by the geotechnical consultant including locations and elevations of field density tests, summaries of field and laboratory tests and other substantiating data and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. The report shall include a final description and if necessary, a map of the geology of the site including any new information disclosed during the grading and its effect upon site grading. A certification shall be provided approving the adequacy of the site for the intended use as affected by soil and geologic factors.

6. Emergency Preventative Maintenance.

In any event that a condition should arise during the grading operations which may become a hazard, whether or not such condition was caused through negligence or act of God, immediate remedial action to mitigate hazard shall be taken under the direction of the civil and/or geotechnical

consultant. Within three working days, a written report describing the remedial work shall be sent to the County for review.

SECTION 9298. ENFORCEMENT.

1. Enforcement by the Planning Director.

The Planning Director shall enforce the provisions of this chapter and the terms and conditions of any grading or land clearing permit. If the Planning Director determines that grading or clearing has been done without a required permit, or that grading or land clearing has been done in violation of any of the terms and conditions of an issued permit, or that any person has otherwise failed to comply with the requirements of this chapter, the Planning Director shall do the following:

- a. Direct that a Stop Work Order be issued on all construction being carried out on the property affected by the violation, if one has not yet been issued under Section 9299.1.
- b. In the event that any violation presents an immediate threat to the public health or safety, require that the property owner or permit applicant, as may be appropriate, take such steps as are necessary to protect the public health or safety, in accordance with the procedure set forth in Section 9298.3.
- c. Require that the property owner or permit applicant, as appropriate, prepare and implement a grading plan which meets the requirements of this chapter and which accomplishes one of the following:
 - i. Restores the property to the condition which existed prior to

the violation;

- ii. Requires such remedial work as is necessary to make the grading or land clearing work already completed conform with all requirements of this chapter;
- iii. Requires such remedial work as is necessary to mitigate impacts of the grading work so that such work conforms as nearly as possible to all requirements of this chapter. The Planning Director's determination shall be guided by the factors set forth in Section 9298.4.

A Stop Work Order issued pursuant to this section shall apply to any and all construction or other development being carried out on the property affected by a violation under this section, including, but not limited to, any residential structure to be served by an illegally graded access road or driveway. The Stop Work Order will not be lifted as to any such construction or other development until such time as the grading or land clearing violation has been corrected as provided for in this section.

2. Nuisance.

The provisions of this chapter shall not be construed to authorize any person to maintain a private or public nuisance upon their property, and compliance with the terms of this chapter shall not be a defense in any action to abate such nuisance.

3. Procedure for Emergency Work.

In the event that the Planning Director determines that grading or land

clearing work has been done without a permit, or in violation of the terms or conditions of a permit, or in violation of any provision of this chapter, such that there is presented an immediate and substantial threat of physical injury or death, or irreversible environmental damage, the Planning Director shall immediately direct that a Stop Work Order be issued, and shall give written notice to the permittee or landowner, as appropriate, stating:

- a. The nature of the violation.
- b. The facts upon which a determination has been made that the violation constitutes an immediate and substantial threat of physical injury or death, or irreversible environmental damage.
- c. The work to be completed and/or repairs to be made to correct the violation.
- d. The time within which the work is to be completed.

If after ten (10) days from the receipt of the Notice the applicant fails to respond or to meet the requirements of the Notice within the time limit set by the Planning Director, the Planning Director shall cause such work to be done and deduct the cost therefrom from any cash deposit or other security, if any has been previously posted, or otherwise direct such action as is necessary to recover the costs of such work. Any work performed under this section shall not relieve the owner or permit applicant, as appropriate, from the requirement to comply with the requirements of Section 9298.1, above. The remedy provided herein is not exclusive and shall not preclude the County from employing any other means of enforcement otherwise provided

by law.

4. Restoration or Remedial Work.

In determining what remedial action shall be required as provided by Section 9298.1(c), the Planning Director shall consider restoration to original condition as the most appropriate remedy, conformance with all requirements of this chapter as the next most appropriate remedy, and mitigation to conform as nearly as possible to the requirements of this chapter as the least appropriate remedy. In making the necessary determination, the Planning Director shall consider:

- a. The amount of grading which has been done in violation of this chapter.
- b. The amount of grading which would be necessary to either restore the property to its original condition or to bring the grading into conformance with the requirements of this chapter.
- c. The environmental damage which would occur as a result of either restoring the property to its original condition or bringing the grading into conformance with the requirements of this chapter.
- d. The economic feasibility of either restoring the property to its original condition or bringing the grading into conformance with the requirements of this chapter.
- e. The degree of culpability of the person committing the violation.
- f. Any other factor relevant to a proper determination of the matter.

Before any work may commence, the property owner or permit applicant, as

appropriate, shall provide a bond or other equivalent security, in the amount estimated for completion of the work. In the event the property owner or permit applicant fails to do the required work, the Planning Director shall direct that the proceeds of the security be used to complete the required work.

SECTION 9299. VIOLATIONS.

1. Stop Work Order.

If the Chief Building Official finds any grading work for which a permit is required but not issued, or the grading is in substantial noncompliance with an issued permit, or the plans and specifications relating thereto, he may order the work stopped by posting the site or by written notice and may issue an abatement order. No further grading may be done except on approval of the Planning Director. Conditions may be imposed as necessary to protect the health, safety and welfare of the public, including the condition that corrective work be done within a designated time as specified in Section 9298.1 of this chapter.

2. Record Notice of Violation.

Record a Notice of Grading Violation in the Office of the County Recorder and notify the owner of the affected real property and any other known party responsible for the violation. If the property owner or other responsible party disagrees that the grading violates this chapter, proof may be submitted to the Planning Director, including documentation and engineering reports that a grading permit is not required.

If the Planning Director determines that a grading permit is required, the property owner and/or party responsible for the grading work shall apply for the necessary grading permit within a specified time period by the Planning Director. Failure to apply for the grading permit or failure to comply with all permit conditions constitutes a grading violation. The Planning Director may refer any grading violation to the County Counsel or to the District Attorney for prosecution.

3. Notice of Expungement.

A notice of expungement of the notice of violation shall be recorded with the County Recorder when:

- a. The Planning Director or other appellate authority determines that a grading permit is not required; or
- b. All work has been completed and approved by the Planning Director and appropriate expungement fees paid by the permit holder.

4. Additional Prosecutions.

When applicable, violations may be prosecuted as an Unfair Business Practice under the Business and Professions Code.

SECTION 4.

If any portion of this ordinance is for any reason held by any court to be invalid or unconstitutional, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof nor other applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to

be severable.

SECTION 5.

This Ordinance WILL BE IN FULL FORCE AND EFFECT thirty (30) days after the adoption by the Board of Supervisors.

* * * * *



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



Date: November 29, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager
Louise F. Rogers, Chief, Health System

Subject: **Measure A:** One-time grants totaling \$1,700,000 for the renovation and improvement of 350 90th Street, Daly City, to support the relocation of the Daly City Youth Health Center

RECOMMENDATION:

Measure A: Adopt a resolution:

- A) Authorizing a one-time \$1,423,000 grant of **Measure A** funds (including \$423,000 of district-specific funds) for the renovation and improvement of 350 90th Street, Daly City, to support the Daly City Youth Health Center; and
- B) Authorizing a one-time \$277,000 grant of district-specific **Measure A** funds to the City of Daly City for Exterior Renovation of 350 90th St., Daly City, to address ADA Compliance Issues.

BACKGROUND:

For the last 26 years, the San Mateo County Health System (Health System) has relied upon its unique partnership with the Daly City Youth Health Center (Center) to serve underserved, high-risk adolescents and young adults (collectively referred to as "youth") in northern San Mateo County (North County). Health System staff are embedded in the Center, providing North County youth a diverse array of primary care services as a school-linked program of the Jefferson Union High School District (JUHSD). Since 1990, the Center has helped more than 52,000 underserved youth, with a majority living in Daly City, Broadmoor, Pacifica, Colma, Brisbane, South San Francisco and San Bruno. Six zip codes from the latter cities are considered high-risk, i.e. these zip codes have the largest populations of children and youth ages 0-17 in the probation, behavioral health and child welfare services, according to a joint analysis performed by the County's Probation Department, Human Services Agency, and the Health System.

Adolescence is a challenging time, especially for youth that are low-income, learning English, or struggling with complex medical or mental health needs. Past surveys show disturbing behavioral health illness of youth enrolled in local high schools. The California Health Kids Survey results from the 2011-13 school years indicated that 17.5% of 11th grade students seriously considered attempting suicide, 23.7% had used marijuana, and 31.4% had alcohol seven or more times.

Young people are challenging to engage in medical and mental health care, so the Center has tailored its approach and partnered with schools to engage youth on their own terms. For example, since the youth population has challenges with making appointments, traveling to appointments, and appearing for appointments, the Center provides each youth client a broad array of services during a single visit, including insurance enrollment, primary care, reproductive health care, and counseling as needed. The Center offers prevention programs, using peer educators to educate and empower the youth to make decisions in line with their goals and values. Over the years, the Center has grown into a community wellness center providing primary health care, insurance enrollment, counseling services, vocational internships, and comprehensive sexual health education for youth ages 12-24.

The Center expects to see a 37% increase in youth they serve over the next five years and a 12% increase in the primary care and behavioral health utilization. This is due in large part to the fact that the Center's tailored approach to meeting youth needs is not offered anywhere else in North County, by either the Health System or other North County providers.

Given the inadequacy of the Center's existing location / facility, the Center and its partners (including the Health System) have identified a larger, more modern space at 350 90th Street in Daly City, owned by the City of Daly City. JUHSD's board recently agreed to lease the property from Daly City for ten years with two five-year options, on behalf of the Center and its partners, who envision the new location to be the Center's new long-term home.

DISCUSSION:

As the Health System looks to the future and the array of services that will be needed by low-income residents in North County, the Center's logical role is to be North County's designated youth health center, based on the Center's proven innovative approach, its current client base, and its strong relationships with North County schools and community-based organizations.

The Center's leadership have been in discussions about the need to rebrand, as part of this recognition of the role they play in the continuum of services available across North County, not just Daly City.

The opportunity afforded by the new space at 350 90th Street has an additional benefit for the Health System, as some of the youth-focused Behavioral Health and Recovery Services (BHRS) provided next door at the Mike Nevin Daly City Clinic (Clinic) can be co-located in the new building. Moving these BHRS youth services to 350 90th Street frees up valuable space for other medical and behavioral health services that are best

located in the Clinic. With the co-location of BHRS as the Center’s long-time partner, the 350 90th Street location will become a hub for family services and partnerships with schools and other youth and family-focused nonprofit organizations in North County.

Measure A is the ten-year half-cent general sales tax approved by San Mateo County voters in November 2012. The Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure A** spending. On March 17, 2015, the Board adopted the **Measure A** allocation plan for the FY 2015-17 budget, during which the County anticipates **Measure A** receipts of approximately \$80 million annually. The plan included \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and 2016-17, divided equally among the five Board districts, for entities that submitted Letters of Intent which were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent. On April 28, 2015, the Board approved the criteria and process for staff to utilize in administering these funds. In accordance with such criteria, District 5 has submitted a request to use **Measure A** funds as shown below and in the attachment hereto.

A one-time \$1,423,000 **Measure A** grant to DCYHC, which includes \$423,000 in district-specific funds, will be applied towards the approximately \$3.2 million in estimated tenant improvements at the new location. Tenant improvements will include overhaul of the new space’s electrical infrastructure and heating, ventilation, and air conditioning systems, as well as the creation of exam and counseling rooms. Another one-time \$277,000 grant of district-specific **Measure A** funds will be made to the City of Daly City to address ADA compliance issues relating to the building exterior at the same location. Project summaries for the two district-specific grants are attached.

In addition to these **Measure A** funds from the County, JUHSD’s Board has already approved a \$1.5 million loan to finance DCYHC’s tenant improvements. DCYHC has initiated a capital campaign in order to raise funds from institutional and individual donors to both repay the JUHSD loan and fund tenant improvement costs not covered by these **Measure A** funds or JUHSD.

PERFORMANCE MEASURE(S):

Measure	FY 2016-17 Estimated	FY 2016-17 Projected
Number of primary care clients receiving care at the Center	1706	1810

FISCAL IMPACT:

There are sufficient **Measure A** funds budgeted in the FY 2016-17 Adopted Budget for this purpose.

DISTRICT 5 (Supervisor Adrienne J. Tissier)
FYs 2016-17 Measure A Request
Daly City Youth Health Center
Daly City Community Services Building Third Floor Tenant Improvements
\$423,000 One-Time Grant

This is a request for a one-time grant totaling \$423,000 that will provide funding to the Daly City Youth Health Center (DCYHC) for tenant improvements to the third floor of the Daly City Community Services Building where DCYHC will be relocating. The tenant improvements will bring the Community Services Building.

The DCYHC is a trusted, comprehensive service provider in northern San Mateo County, serving over 3,000 low income, high-risk youth ages 13-25, each year with a majority of the youth residing in Daly City, Brisbane, Broadmoor, Pacifica, Colma, South San Francisco and San Bruno. The DCYHC offers primary health care, insurance enrollment, behavioral health counseling, health education and career services.

Through a strategic planning process in 2014-15 involving staff, community leaders and youth, it has been determined that the DCYHC has considerably outgrown its location. The DCYHC is currently sprawled over three floors and five suites, creating confusion for clients, guests and those with disabilities to navigate. There is currently no space for blood draws or performing vital checks, the rooms are too small for exams and procedures, and only one bathroom is available for all medical patients and staff. In connection with the strategic planning process, the community spoke about the need to have an appropriate, inviting, youth-oriented secure space for teens to receive health services and participate in health programming such as sex education.

Since 2014, the San Mateo County Real Property Division has assisted the DCYHC in their search for a new and larger facility. In the summer of 2015, two floors of the Daly City Community Services Building became available for lease and deemed, by Real Property and the staff of the DCYHC, an appropriate use for an expanded health facility. Each floor has approximately 7,000 square feet and it was determined that the third floor of the building would be the most appropriate based on the existing floor plan. The current cost estimates for the identified tenant improvements are approximately \$3.2M and the DCYHC has initiated a capital campaign to pay for such improvements, of which the County's \$423,000 grant would be a part.

The County Manager's Office will work with the DCYHC on the tenant improvement performance objectives for the County's Measure A funds in this agreement.

Total Measure A Request: \$423,000

DISTRICT 5 (Supervisor Adrienne J. Tissier)
FY 2016-17 Measure A Request
City of Daly City
Daly City Community Services Building – Exterior Renovation ADA Compliance
\$277,000 One-Time Grant

This is a request for a one-time grant totaling \$277,000 that will provide funding to support the exterior renovation of the City of Daly City's Community Services Building in order to bring the building into compliance with current ADA compliance standards. Such renovations will facilitate the relocation of the Daly City Youth Health Center (DCYHC) to the building.

The DCYHC is a trusted, comprehensive service provider in northern San Mateo County, serving over 3,000 low income, high-risk youth ages 13-25, each year with a majority of the youth residing in Daly City, Brisbane, Broadmoor, Pacifica, Colma, South San Francisco and San Bruno. The DCYHC offers primary health care, insurance enrollment, behavioral health counseling, health education and career services.

Through a strategic planning process in 2014-2015 involving staff, community leaders and youth, it has been determined that the DCYHC has considerably outgrown its location.

Since 2014, the San Mateo County Real Property Division has assisted the DCYHC in their search for a new and larger facility. In the summer of 2015, two floors of the Daly City Community Services Building became available for lease and were determined, by Real Property and the staff of the DCYHC, to be an appropriate use for an expanded health facility. In order for the DCYHC to move into the Daly City Community Services Building, however, the exterior front of the building including the parking lot, the ramp leading up to the building and other issues must be addressed and comply with new ADA standards. The cost estimates for the ADA updates by the City of Daly City will cost approximately \$277,000.

The release of funds will be contingent on the execution of a Grant Agreement providing for the County's confirmation the funds are expended for the purposes stated herein. The County Manager's Office will work with the City of Daly City on the negotiation and development of the grant agreement, including performance objectives for the County's Measure A funds in this agreement.

Total Measure A Request: \$277,000

RESOLUTION NO. .

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

* * * * *

RESOLUTION: (A) AUTHORIZING A ONE-TIME \$1,423,000 GRANT OF MEASURE A FUNDS (INCLUDING \$423,000 OF DISTRICT-SPECIFIC FUNDS) FOR THE RENOVATION AND IMPROVEMENT OF 350 90TH STREET, DALY CITY, TO SUPPORT THE DALY CITY YOUTH HEALTH CENTER; AND (B) AUTHORIZING A ONE-TIME \$277,000 GRANT OF DISTRICT-SPECIFIC MEASURE A FUNDS TO THE CITY OF DALY CITY FOR EXTERIOR RENOVATION OF 350 90TH ST., DALY CITY, TO ADDRESS ADA COMPLIANCE ISSUES

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

WHEREAS, Measure A is the ten-year half-cent general sales tax approved by the San Mateo County voters in November 2012 to maintain the quality of life for all County residents by providing essential services and maintaining and/or replacing critical facilities;

WHEREAS, a study session with the Board of Supervisors was held on December 9, 2014 to discuss the Board's budget and **Measure A** priorities for the Fiscal Years 2015-16 and 2016-17; and on February 10, 2015 the Board of Supervisors appointed Supervisors Slocum and Tissier to a **Measure A** Subcommittee to provide direction to staff regarding the FY 2015-17 **Measure A** funding cycle; and

WHEREAS, on March 17, 2015 the Board of Supervisors adopted the **Measure A** allocation plan for the FY 2015-17 budget, which included district-specific funds in the amount of \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and FY 2016-17, divided equally among the five supervisorial districts, for entities that submitted Letters of Intent that were not funded

or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent; and

WHEREAS, on April 28, 2015 the Board of Supervisors, as recommended by the **Measure A** Subcommittee, approved continuing and/or expanding initiatives and projects for FY 2015-16 and FY 2016-17, as well as the criteria and process to be used to administer district-specific **Measure A** funds; and

WHEREAS, Supervisorial District 5 has requested a one-time \$277,000 grant for FY 2016-17 to the City of Daly City for the purpose of the renovating the Daly City Community Services Building located at 350 90th Street, Daly City, in order to bring the exterior of the building into ADA compliance in connection with the relocation of the Daly City Youth Health Center to the third floor of the building; and

WHEREAS, Supervisorial District 5 has also requested a one-time \$423,000 grant to the Daly City Youth Health Center (DCYHC) for FY 2016-17 for tenant improvements to the third floor of the Daly City Community Services Building located at 350 90th Street, Daly City, where DCYHC will be relocating; and

WHEREAS, the Chief of the Health System has recommended that this Board make a one-time \$1,000,000 grant to help pay for renovations and tenant improvements at the Daly City Youth Health Center's new location at 350 90th Street, in Daly City; and

WHEREAS, this Board acknowledges the key role that the Daly City Youth Health Center plays in delivering a diverse range of health services to youth residing in the northern portions of San Mateo County and the Board has determined that it is appropriate to use **Measure A** funds to support the important work of the Daly City Youth Health Center; and

WHEREAS the Board therefore intends to authorize the County Manager, or his/her designee, to negotiate and execute a grant agreement with the Daly City Youth Health Center in the maximum amount of \$1,433,000 to assist in paying for tenant improvements at the Daly City Youth Health Center's new facilities; and

WHEREAS the Board further intends to authorize the County Manager, or his/her designee, to negotiate and execute a grant agreement with the City of Daly City in the maximum amount of \$277,000 for the purpose of bringing the exterior of the building into ADA compliance in connection with the relocation of the Daly City Youth Health Center to the third floor of the building; and

WHEREAS, there are sufficient **Measure A** funds in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the one-time grant to the City of Daly City in the amount of \$277,000 for the purpose of the bringing the exterior of the Daly City Community Services Building into ADA compliance in connection with the relocation of the Daly City Youth Health Center to the third floor of the building is hereby approved; and

BE IT FURTHER RESOLVED that the one-time grant to the Daly City Youth Health Center in the amount of \$1,433,000 for the purpose of paying for tenant improvements at the Daly City Youth Health Center's new facilities is hereby approved; and

BE IT FURTHER RESOLVED that County Manager, or his/her designee, is hereby authorized to prepare and execute, in consultation with the Office of the County Counsel, grant agreements with the City of Daly City and the Daly City Youth Health Center in the maximum amounts set forth above for the purposes set forth in this

Resolution.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: November 10, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Continuation of Salary and Benefits for County Employees called for Active Military Duty

RECOMMENDATION:

Adopt a resolution extending the provision of continued employment status for reservists called for duty in connection with military expeditions and operations in support of the Global War on Terrorism and in connection with military operations in Iraq and Afghanistan until December 31, 2017.

BACKGROUND:

Under provisions of the California Government Code, the County is required, under some circumstances, to provide up to 30 calendar days per fiscal year of military leave with pay for any County employee who is in the Reserves. There is no provision in the Code requiring leave with pay beyond the 30-calendar-day period. In order to reduce the disruption to the lives of County employees called to active duty, this Board passed a resolution in September, 2001 providing assurance to County employees serving in support of the Global War on Terrorism that they would receive full pay for the first thirty days of their service and thereafter the difference between their military and civilian pay. In addition, the resolution provided that full benefits would be provided. Since January 2002 these benefits have been extended continuously and most recently set to expire on December 31, 2016.

DISCUSSION:

This resolution will continue the practice of supporting our employees who have been called from home and County service to provide protection and support to the nation as a result of the military operations in support of the Global War on Terrorism. This resolution would continue the same pay and benefits until December 31, 2017.

Approval of this resolution to continue employment status of armed forces reservists mobilized onto active duty contributes to the Shared Vision 2025 outcome of Collaborative Community. This resolution will continue the practice of supporting our employees who have been called from home and County service to provide protection and support to the nation as a result of the military operations in support of the Global War on Terrorism.

The San Mateo County Veterans Commission has submitted the attached letter requesting that the Board extend this Resolution through the end of 2017. The Commission intends to further study the Resolution during that time and possibly develop further recommendations.

FISCAL IMPACT:

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

COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY

Iliana Rodriguez
Agency Director

1 Davis Drive
Belmont, CA 94002
650-802-7500 T
650-631-5771 F
www.smchsa.org

November 3, 2016

Honorable Warren Slocum
President, San Mateo County Board of Supervisors
400 County Center
Redwood City, CA 94063

SUBJECT: Veterans Commission Support for Resolution Extending Provisions of Continued Employment Status for County Employee Military Reservists Called to Active Duty in Support of the Global War on Terrorism

Dear Supervisor Slocum:

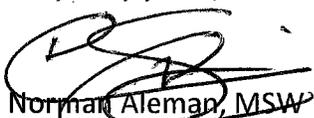
I am the San Mateo County Veterans Services Officer and, in that capacity, I serve as the County of San Mateo's staff liaison to the County Veterans Commission.

At its meeting on September 12, 2016, the Veterans Commission received a presentation regarding the above-referenced resolution which, among other things, extends certain pay and employee welfare benefits for County employees who are members of the reserve branches of United States armed services who are called to active duty in support of the Global War on Terrorism. The Commission was informed that this resolution is scheduled to expire at the end of this year.

After the presentation, the Commission directed me to transmit to you its request that the resolution extending these benefits be renewed for a period of one year, through the end of 2017. In the interim, the Commission intends to study and potentially develop recommendations regarding the benefits that are afforded to County employees who serve in the reserve branches of the United States armed forces, most of whom qualify as veterans.

Thank you for your consideration of this request from the Veterans Commission and for all that you and the other members of the Board of Supervisors do for veterans residing in San Mateo County.

Very truly yours,


Norman Aleman, MSW
Veterans Services Officer
San Mateo County



RESOLUTION NO. .

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

* * * * *

RESOLUTION EXTENDING THE PROVISION OF CONTINUED EMPLOYMENT STATUS FOR RESERVISTS CALLED FOR DUTY IN CONNECTION WITH MILITARY EXPEDITIONS AND OPERATIONS IN SUPPORT OF THE GLOBAL WAR ON TERRORISM AND IN CONNECTION WITH MILITARY OPERATIONS IN IRAQ AND AFGHANISTAN UNTIL DECEMBER 31, 2017

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

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

WHEREAS, it is in the public interest to ensure that any person called to active duty for such expeditions and operations retains his or her full employment status; and

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

WHEREAS, the County has provided such assurance through December 31, 2016, and wishes to extend that assurance; and

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

1. Any permanent employee of the County of San Mateo, whether full-time or part-time, who is ordered to active duty in connection with military expeditions and operations in support of the Global War on Terrorism and in connection with military operations in Iraq and Afghanistan shall receive the following compensation and benefits:
 - a. For the first thirty days of the employee's term of active duty, the employee shall be entitled to the paid military leave as set forth in section 395.01 (a) of the California Military and Veteran's Code, to the extent that the employee has not already received thirty days of paid military leave during the fiscal year in which the employee is called to active duty. Thereafter, the employee shall receive the difference between the employee's total military compensation, including the employee's base pay and all taxable and nontaxable allowances, and the employee's base pay from the County.
 - b. Full benefits as would be provided if working for the County to the extent such provision of benefits is consistent with the contractual obligations of the County. Benefits shall include accrual of vacations, sick leave, compensatory time, health coverage, dental coverage, life insurance and credit for hours worked towards retirement.
2. The re-employment upon completion of active military duty of any permanent employee of the County who is ordered to active duty in connection with military expeditions and operations in support of the Global War on Terrorism

and in connection with military operations in Iraq and Afghanistan shall be governed by the Veterans' Reemployment Rights Act subject to the additional compensation and benefits provided in paragraph 1 above.

3. This resolution shall be effective through December 31, 2017.

* * * * *



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



Date: October 27, 2016
Board Meeting Date: December 6, 2016
Special Notice/Hearing: None
Vote Required: Four-fifths

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Use of District-Specific **Measure A** Funds – Supervisorial District 3

RECOMMENDATION

Measure A: Adopt a Resolution authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenue and expenditure appropriations in the amount of \$3,500 from Non-Departmental Services to the Department of Public Works, for the rental and servicing of two portable restrooms in Pescadero, for the term of December 6, 2016 to December 6, 2017.

BACKGROUND AND DISCUSSION

Measure A is the ten-year half-cent general sales tax approved by San Mateo County voters in November 2012. The Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure A** spending.

On March 17, 2015, the Board adopted the **Measure A** allocation plan for the FY 2015-17 budget, during which the County anticipated **Measure A** receipts of approximately \$80 million annually. The plan included \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and 2016-17, divided equally among the five Board districts, for entities that submitted Letters of Intent which were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent. On April 28, 2015, the Board approved the criteria and process for staff to utilize in administering these funds. In accordance with such criteria, District 3 has submitted a request to use **Measure A** funds as shown below and in the attachment hereto:

District/Project	Amount
District 3 (Supervisor Horsley) – Transfer district-specific Measure A funds to the Department of Public Works for the rental and servicing of two portable restrooms in Pescadero.	\$3,500

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

Approval of this ATR, and the approved use of District-Specific **Measure A** funds, contributes to the Shared Vision 2025 outcome of a Collaborative Community by forging partnerships with internal and external entities to effectively respond to an emergency and provide portable restrooms to the community.

FISCAL IMPACT:

There are sufficient district-specific **Measure A** funds appropriated in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose. Approval of the Appropriation Transfer Request (ATR) will transfer district-specific **Measure A** appropriations from Non-Departmental Services to the Public Works Department. There is no Net County Cost associated with the ATR.

ATTACHMENT – Project Summary

PROJECT SUMMARY

**DISTRICT 3 (Supervisor Don Horsley)
FY 2016-17 Measure A Request**

**Rental and Cleaning of Two Portable Restrooms for Pescadero
Transfer \$3,500 in Measure A Funds to the Department of Public Works**

The Pescadero Community Advisory Council (PMAC) has advised that the County provide for the rental and servicing of two portable restrooms in Pescadero. This request will help meet visitor demand for publically accessible restrooms through a community-led response to the loss of the three restrooms located at the Pescadero Country Store which burned to the ground the weekend of September 17th, 2016. The Pescadero Country Store was one of the handful of businesses providing restrooms to serve the needs of locals and visitors to this popular coastal community. The Department of Public Works has an interest in helping to meet the need for public restrooms in this rural, unincorporated area of the County, and is willing to implement a plan to rent two portable restrooms. This transfer of \$3,500 in **Measure A** funds will enable Public Works to contract with a local portable restroom provider for a 12-month period of rental and weekly cleaning for two ADA-accessible portable restrooms. Public Works will locate the restrooms where a public parking lot currently exists in a County Right-of-Way at Pescadero Creek Road and Stage Road in Pescadero.

Total **Measure A** Request: \$3,500

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.
ATR17-012

DEPARTMENT(S): COUNTY MANAGER'S OFFICE AND PUBLIC WORKS

Date: 11/16/2016
(FY 2016-17)

1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
FROM	80125	1135	3,500	Sales & Use Tax – Measure A
	80125	6265	3,500	Misc. Other Contributions
TO	45210	1135	3,500	Sales & Use Tax – Measure A
	45210	5876	3,500	Other Special Department Expense

Justification (Attach Memo if Necessary): Appropriation Transfer Request transferring Sales & Use Tax – **Measure A** revenue and expenditures from Non-Departmental Services' to Public Works to appropriate expenditures for the rental and servicing of two portable restrooms in Pescadero. There is no Net County Cost impact.

DEPARTMENT HEAD *[Signature]* **DATE** *11/22/16*

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

[Signature]

COUNTY CONTROLLER *[Signature]* **DATE** *11/22/16*

3. **Approve as Requested** **Approve as Revised** **Disapproved**

COUNTY MANAGER *[Signature]* **DATE** *11-30-16*

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

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

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

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

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

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

Regularly passed and adopted this _____ day of _____, 20____

Ayes in favor of said resolution:
Supervisors: _____

Noes and against said resolution:
Supervisors: _____
Absent
Supervisors: _____

ATTEST: _____
Clerk of Said Board

PRESIDENT, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO



COUNTY OF SAN MATEO
County Manager's Office

Date: November 28, 2016
Board Meeting Date: December 6, 2016
Special Notice/Hearing: None
Vote Required: Majority

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Use of District-Specific **Measure A** Funds – Supervisorial District 5

RECOMMENDATION

Measure A: Adopt a resolution authorizing a one-time \$95,000 grant of district-specific **Measure A** funds to the San Mateo County Union Community Alliance (SMCUCA) to deliver two classes in its Trades Introduction Program (TIP), and authorizing the County Manager, or his designee, to negotiate and execute the grant agreement.

BACKGROUND AND DISCUSSION

Measure A is the ten-year half-cent general sales tax approved by San Mateo County voters in November 2012. The Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure A** spending.

On March 17, 2015, the Board adopted the **Measure A** allocation plan for the FY 2015-17 budget, during which the County anticipates **Measure A** receipts of approximately \$80 million annually. The plan included \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and 2016-17, divided equally among the five Board districts, for entities that submitted Letters of Intent which were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent. On April 28, 2015, the Board approved the criteria and process for staff to utilize in administering these funds. In accordance with such criteria, District 5 has submitted a request to use **Measure A** funds as shown below and in the attachment hereto:

District/Project	Amount
District 5 (Supervisor Adrienne J. Tissier) – Project supports the San Mateo County Union Community Alliance's Trades Introduction Program (TIP) which introduces trainees to a wide variety of construction trades and assists graduates with placement into trade apprenticeships and construction jobs.	\$95,000

FISCAL IMPACT:

There are sufficient **Measure A** funds budgeted in Non-Departmental Services FY 2016-17 Adopted Budget for this purpose.

ATTACHMENT – Project Summary

**DISTRICT 5 (Supervisor Adrienne J. Tissier)
FY 2016-17 Measure A Request
San Mateo County Union Community Alliance
Trades Introduction Program
\$95,000 One-Time Grant**

This is a request for a one-time grant totaling \$95,000 that will provide funding to the San Mateo County Union Community Alliance for the Trades Introduction Program (TIP).

TIP is a certificated, 120-hour pre-apprenticeship training course introducing trainees to the wide variety of construction trades in partnership with union apprenticeship programs and community and education partners in the area. The County Manager's Office will work with San Mateo County Union Community Alliance's staff on terms of the grant agreement for this one-time contribution.

TIP began with a group of Building and Construction Trades leaders working together to get a better pool of applicants for apprenticeship programs. TIP is an innovative attempt in the workforce development arena in this region. For instance, TIP links the community college directly with the apprenticeships to engage the unions, bring in the workforce development system and find community funding and support.

The program received state and federal funding—from the federal Housing and Urban Development (HUD) Sustainable Communities Partnership, Prop 39/California Workforce Investment Board and PG&E.

Specifically TIP delivers pre-apprentice training to approximately 25 attendees per session that will sustain the County's construction industry, create qualified workers to fortify the labor needs as the baby boomer era construction workers retire in the coming years.

In addition, TIP assists trainees with supportive services such as clothing, parking fees and gas cards as needed. TIP then assists graduates with placement into trade apprenticeships and construction related jobs working directly with employers and their placement agencies. Placement is always subject to available work in the region, which is expected to be brisk over the next five years. TIP is working with the Building Trades Council and local contractors to ensure that large projects in the County give preference to TIP graduates, ensuring a high-quality workforce and placement opportunities for TIP.

A recent breakdown of the 55 TIP graduates to date placed into apprenticeships by trade is as follows:

Plumbers – 10	Plasterer – 1
Electricians – 30	Sheet metal – 6
Carpenters – 4	Sign & Display – 2
Glaziers – 1	Elevator Construction – 1

The County Manager's Office will work with the Human Services Agency (HSA) and the San Mateo County Union Community Alliance on the Trades Introduction Program performance objectives for the County's **Measure A** funds in this agreement. Performance objectives will track the use of these one-time funds used to train approximately 50 attendees over 2017-18

and include offsetting the following expense categories: Salaries (such as Instructor, Program Director, Industry Liaison, Placement Coordinator and various support personnel) and Direct Program Costs (such as Tools, Instruction Modules, Textbooks, Insurance, Indirect Overhead and Supportive Services).

In addition to tracking number of attendees for the two classes, completion rates and apprenticeship placements for their graduates, SMCUCA will monitor subsequent job placements for informational purposes only.

Total Measure A Request: \$95,000

The release of funds will be contingent on the execution of a Grant Agreement providing for the County's confirmation the funds are expended for the purposes stated herein.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING A ONE-TIME \$95,000 GRANT TO THE SAN MATEO COUNTY UNION COMMUNITY ALLIANCE (SMCUCA) TO DELIVER TWO CLASSES OF APPROXIMATELY 25 ATTENDEES PER CLASS IN ITS TRADE INTRODUCTION PROGRAM (TIP) AND AUTHORIZING THE COUNTY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AND EXECUTE THE GRANT AGREEMENT

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

WHEREAS, Measure A is the ten-year half-cent general sales tax approved by the San Mateo County voters in November 2012; and a study session with the Board of Supervisors was held on December 9, 2014 to discuss the Board's budget and **Measure A** priorities for the Fiscal Years 2015-16 and 2016-17; and on February 10, 2015 the Board of Supervisors appointed Supervisors Slocum and Tissier to a **Measure A** Subcommittee to provide direction to staff regarding the FY 2015-17 **Measure A** funding cycle; and

WHEREAS, on March 17, 2015 the Board of Supervisors adopted the **Measure A** allocation plan for the FY 2015-17 budget, which included district-specific funds in the amount of \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and FY 2016-17, divided equally among the five supervisorial districts, for entities that submitted Letters of Intent that were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent; and

WHEREAS, on April 28, 2015 the Board of Supervisors, as recommended by the **Measure A** Subcommittee, approved continuing and/or expanding initiatives and

projects for FY 2015-16 and FY 2016-17, as well as the criteria and process to be used to administer district-specific **Measure A** funds; and

WHEREAS, Supervisorial District 5 has requested a one-time \$95,000 grant to the San Mateo County Union Community Alliance (SMCUCA) for the purpose of supporting its Trades Introduction Program (TIP) which assists eligible residents with placement into trade apprenticeship and construction related jobs.

WHEREAS, it is the Board's intent for the County Manager, or his designee, to negotiate and execute a grant agreement in the amount of \$95,000 with the San Mateo County Union Community Alliance (SMCUCA), and setting forth the terms of the grant in furtherance of the objectives set forth in the Project Summary attached to this Board transmittal; and

WHEREAS, there are sufficient **Measure A** funds in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the one-time grant to the San Mateo County Union Community Alliance in the amount of \$95,000 for utilization in its Trades Introduction Program is hereby approved; and

BE IT FURTHER RESOLVED that the County Manager, or his designee, is authorized to prepare and execute a grant agreement in the maximum amount of \$95,000 with the San Mateo County Union Community Alliance for the purposes set forth above.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: December 1, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: County Manager's Report #23

RECOMMENDATION:

Accept this informational report.

BACKGROUND:

This report will provide you with updates on a variety of County initiatives focusing on Public Safety, Health and Human Services, Community Services and Performance, in addition to reports on legislation and issues that require your action. We also will keep you and the public informed about new services, upcoming events and general updates.

DISCUSSION:

Health and Human Services

County earns two awards at statewide conference

The County of San Mateo environmental safety efforts were recognized at the 2016 Used Oil and Household Hazardous Waste (HHW) Training Conference where CalRecycle honored one staff member and one program for helping promote pollution prevention. County Household Hazardous Waste Program Coordinator Elizabeth Rouan won the "Jaimy Gentry Personal Community Service Award" for helping interpret the often-confusing world of HHW regulations and seek realist answers to complex regulatory questions. The County, in conjunction with the counties of San Francisco, Santa Clara, Marin, Santa Barbara and Santa Cruz, won the "Outstanding Policy/Legislative Advancement Award" for the adoption and implementation of their respective Safe Medicine Disposal ordinances.

County, VA partner on inaugural benefits seminar

The Human Service Agency's Office of Veterans Services partnered with the U.S. Department of Veterans Affairs in Palo Alto, County Aging and Adult Services and the

Peninsula Vet Center on the first-ever local Veteran Services Benefits Seminar at which attending veterans had the opportunity to enroll in health care and learn about other available opportunities. The free Dec. 3 seminar held at the San Mateo American Legion increased the County's outreach and engagement with older veterans who may not be as savvy with social media or email to receive information in those ways. The 2014 Veterans' Needs Assessment conducted by the County showed that 56 percent of county veterans are 65 or older and many appear completely unaware of their potential benefits, based on outreach to area Veteran Service Organizations.

Community Services

County awarded federal funds for veteran housing

The Housing Authority of the County of San Mateo will receive 140 new federal housing vouchers for veteran housing in the community thanks to the hard work of its staff who successfully developed a two-part proposal in a national competition for new HUD-Veterans Affairs Supportive Housing (VASH) vouchers. The U.S. Department of Housing and Urban Development held the competition for project-based vouchers to allocate \$15 million in base funding to support approximately 2,000 units of housing. The County's application was fully funded.

The first part of the proposal supports 65 units at the Colma Veterans Village, currently in pre-development. The second part of the proposal will bring 75 new units for veterans via a future request for proposals process. Like the Willow Housing project on the VA campus in Menlo Park, these new vouchers will be allocated to new projects in support of homeless veterans. Currently, the Housing Authority of the County of San Mateo assists approximately 200 veterans and their families through the VASH program.

Building permit applications soar to record levels

The Planning and Building Department has had quite the busy year. For Fiscal Year 2015-16, the department issued almost 2,500 building permits — a record level considering the department historically has never exceeded 2,000 annually and averages about 1,500 permits each year. Since the end of the recession, fiscal year totals of 2,000 permits or even more have become the new normal. While the booming economy is generally considered the cause, more specific reasons include the high cost of land and housing leading to more residential remodels and additions rather than new home purchases; housing stock approaching the end of its life at 60 to 75 years old leading to tear downs and rebuilds of single-family homes; and, increased code enforcement efforts leading to permits being issued after the fact to correct or legalize existing work.

News, Updates and Events

ACA questions tackled in upcoming Facebook chat

On Dec. 7, County of San Mateo enrollment counselors, with support from the Health and County Communications teams, will host a social media chat entitled "Health Coverage: Uncovered" through the Health System's Facebook and Twitter accounts.

The chat was planned prior to the Election and while there are many unknowns about the future of the Affordable Care Act, the County continues encouraging its residents to secure coverage. Counselors will be available to answer in real time any health insurance questions and encourage residents to sign up or make changes by the Dec. 15 deadline to be covered Jan. 1, 2017. Follow along at @SMCHealth and #GetCoveredSMC from 1 p.m. to 3 p.m. this Friday.



MINUTES

Meeting was called to order at 9:03 a.m.

TUESDAY, NOVEMBER 15, 2016

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Supervisors Dave Pine, Carole Groom, Don Horsley, Adrienne Tissier, President Warren Slocum presiding.

Staff Present: Mr. John L. Maltbie, County Manager/Clerk of the Board; Mr. John C. Beiers, County Counsel; and Ms. Sherry Golestan, Deputy Clerk of the Board.

PUBLIC COMMENT

Speakers Recognized by the President:

Mr. Martin Fox, Belmont
Mr. Brent Turner, Half Moon Bay

This item is reserved for persons wishing to address the Board on any County-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) County Manager's Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board should complete a speaker's slip to make a public comment. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board President.

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.)

Item No. 43 was pulled from consent to regular agenda by Supervisor Slocum.

Item Nos. 5, 6, and 7 were to be heard before Item No. 3 by Supervisor Slocum.

Motion: Slocum / Second: Horsley

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

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

PRESENTATIONS AND AWARDS

1. Presentation of a proclamation (**3890**) designating November 2016 as National Adoption Month. (Supervisor Warren Slocum)

SUPERVISOR TISSIER LEFT CHAMBERS AT 9:09 A.M. AND RETURNED AT 9:10 A.M.

Speakers Recognized by the President:

Supervisor Warren Slocum, Board of Supervisors
Ms. Nicole Pollak, Assistant Director, Human Services Agency
Mr. Ron Ortiz, Burlingame
Ms. Marybeth Ortiz, Burlingame

Motion: Slocum / Second: Pine
Ayes: Pine, Groom, Horsley, Slocum, Tissier
Noes: None

MATTERS SET FOR SPECIFIED TIME

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

2. 9:00 a.m.

Resolution (**074868**) accepting the 2017 San Mateo County Exposition and Fair Association budget presented by the San Mateo County Event Center.

Speakers Recognized by the President:

Ms. Dana Stoehr, Chief Operating Officer, San Mateo County Event Center
Mr. Tim Smith, Chief Operating Officer, San Mateo County Event Center
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors

Motion: Tissier / Second: Slocum
Ayes: Pine, Groom, Horsley, Slocum, Tissier
Noes: None

PUBLIC SAFETY COMMUNICATIONS

43. Resolution (**074896**) authorizing the President of the Board of Supervisors to execute the Agreement with the City of Daly City for Public Safety Communications services, from January 1, 2017 through December 31, 2021, for a total amount of \$7,088,000.

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

Speakers Recognized by the President:

Mr. Mike Callagy, Assistant County Manager
Chief Manuel Martinez, Jr., Daly City Police Department
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Mr. John L. Maltbie, County Manager

Motion: Tissier / Second: Horsley

Ayes: Pine, Groom, Horsley, Slocum, Tissier

Noes: None

COUNTY MANAGER

5. **Measure A:** Resolution (**074869**) authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenue and expenditure appropriations in the amount of \$250,000 from Non-Departmental Services to Parks for the completion of the MidCoast Multi-Modal Trail planning designs. (Supervisor Don Horsley)

Speakers Recognized by the President:

Supervisor Don Horsley, Board of Supervisors

Motion: Horsley / Second: Tissier

Ayes: Pine, Groom, Horsley, Slocum, Tissier

Noes: None

6. **Measure A:** Resolution (**074870**) authorizing a one-time \$30,072 grant of district-specific **Measure A** funds for the purchase of a 12-person passenger van to support the California Clubhouse program and its members and authorizing the County Manager, or his designee, to prepare and execute the grant agreement. (Supervisors Don Horsley and Warren Slocum)

Speakers Recognized by the President:

Supervisor Don Horsley, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors
Ms. Erica Horn, Executive Director, California Clubhouse
Ms. Alexa Fulvio, Member, California Clubhouse
Ms. Elizabeth Rabin, Member, California Clubhouse
Mr. Nick Danridge, Member, California Clubhouse
Ms. Helene Zimmerman, Executive Director, National Alliance on Mental Illness (NAMI) San Mateo County

Motion: Horsley / Second: Tissier

Ayes: Pine, Groom, Horsley, Slocum, Tissier

Noes: None

7. **Measure A:** Resolution (**074871; 074872**) regarding district-specific **Measure A** funds to

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

Citizens for Safety: (Supervisor Adrienne Tissier)

- A) Authorizing a one-time \$60,000 grant of district-specific **Measure A** funds to Citizens for Safety, and authorizing the Sheriff, or his designee, to prepare and execute the grant agreement; and
- B) Authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenues and expenditures in the amount of \$60,000 from Non-Departmental District-Specific **Measure A** Funds to the Sheriff's Office for the one-time grant.

Speakers Recognized by the President:

Supervisor Adrienne Tissier, Board of Supervisors

Motion: Tissier / Second: Groom

Ayes: Pine, Groom, Horsley, Slocum, Tissier

Noes: None

3. 9:00 a.m.

DEPARTMENT PERFORMANCE REPORTS

A) Prosperous Community

- 1) First 5, Information only - Kitty Lopez, Executive Director

Speakers Recognized by the President:

Ms. Kitty Lopez, Executive Director, First 5 San Mateo County

Supervisor Dave Pine, Board of Supervisors

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Don Horsley, Board of Supervisors

B) Healthy and Safe Community

- 1) Sheriff/Office of Emergency Services - Carlos Bolanos, Sheriff

Speakers Recognized by the President:

Sheriff Carlos Bolanos, Office of the Sheriff

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Dave Pine, Board of Supervisors

Ms. Melissa Wagner, Program Services Manager, Office of the Sheriff

Mr. John L. Maltbie, County Manager

Supervisor Don Horsley, Board of Supervisors

Supervisor Carole Groom, Board of Supervisors

Supervisor Warren Slocum, Board of Supervisors

- 2) Public Safety Communications - Sue Anderson, Assistant Director

COUNTY OF SAN MATEO
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Speakers Recognized by the President:

Ms. Sue Anderson, Assistant Director, Public Safety Communications
Supervisor Don Horsley, Board of Supervisors

SUPERVISOR SLOCUM LEFT CHAMBERS AT 10:40 A.M. AND RETURNED AT 10:40 A.M.

THE BOARD RECESSED AT 10:44 A.M. AND RECONVENED AT 10:51 A.M.

SUPERVISOR TISSIER WAS ABSENT AT 10:51 A.M. AND ARRIVED AT 10:52 A.M.

C) Collaborative Community

- 1) Assessor-County Clerk-Recorder - Mark Church, Assessor-County Clerk-Recorder & Chief Elections Officer

Speakers Recognized by the President:

Mr. Mark Church, Assessor-County Clerk-Recorder & Chief Elections Officer
Supervisor Carole Groom, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors

- 2) Controller - Juan Raigoza, Controller

Speakers Recognized by the President:

Mr. Juan Raigoza, Controller
Supervisor Warren Slocum, Board of Supervisors
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Mr. John L. Maltbie, County Manager

SUPERVISOR TISSIER LEFT CHAMBERS AT 11:39 A.M. AND RETURNED AT 11:42 A.M.

- 3) Information Services Department - Jon Walton, Director

Speakers Recognized by the President:

Mr. Jon Walton, Director, Information Services Department
Supervisor Dave Pine, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors

SUPERVISOR ADRIENNE TISSIER LEFT CHAMBERS AT 11:51 A.M. AND RETURNED AT 11:53 A.M.

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

- 4) County Counsel - John C. Beiers, County Counsel

Speakers Recognized by the President:

Mr. John C. Beiers, County Counsel
Supervisor Dave Pine, Board of Supervisors
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors

- 5) County Manager/Clerk of the Board - John L. Maltbie, County Manager

Speakers Recognized by the President:

Mr. John L. Maltbie, County Manager
Ms. Reyna Farrales, Deputy County Manager
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Supervisor Warren Slocum, Board of Supervisors

4. 1:30 p.m.

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

REGULAR AGENDA

COUNTY MANAGER

8. County Manager's Report #22 of 2016

Speakers Recognized by the President:

Mr. John L. Maltbie, County Manager

BOARD OF SUPERVISORS

9. Board Members' Reports

Supervisor Tissier congratulated Supervisors Don Horsley and Warren Slocum on their efforts with Measure K.

Supervisor Slocum shared with the public the feedback he has received from teachers in elementary, middle, and high schools regarding students' concerns of deportation and housing issues. He mentioned that Canada College has grief counselors on duty for their students, as well as the Redwood City School District.

COUNTY OF SAN MATEO

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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 for the meeting of November 1, 2016.

AGRICULTURE\WEIGHTS & MEASURES

11. Adoption of an ordinance (**04765**) repealing and replacing Chapter 5.144 of Title 5 of the San Mateo County Ordinance Code relating to fees for inspection and permitting of Point-of-Sale systems, previously introduced on November 1, 2016, and waive the reading of the ordinance in its entirety.

ASSESSOR-COUNTY CLERK-RECORDER

12. Resolution (**074873**) authorizing implementation of the San Mateo County Community College District Governing Board's request that future board elections be moved from odd to even-numbered years.
13. Resolution (**074874**) authorizing implementation of the Belmont-Redwood Shores School District Governing Board's request that future board elections be moved from odd to even-numbered years.

BOARD OF SUPERVISORS

14. Ratification (**3891**) of a proclamation celebrating the 10th Anniversary of Shen Yun Performing Arts, a Classical Chinese Dance and Music Company (Supervisor Warren Slocum)
15. Ratification (**3892**) of a resolution honoring the City of Brisbane Upon the 55th Anniversary of Incorporation (Supervisor Adrienne Tissier)
16. Ratification (**3893**) of a resolution honoring Doelger Senior Center Upon the Celebration of its 35th Anniversary (Supervisor Adrienne Tissier)
17. Recommendation for appointment of Dorothy Christian, representing Family Member, to the Mental Health and Substance Abuse Recovery Commission, for a term ending September 30, 2019. (Supervisor Dave Pine)
18. Resolution (**074875**) regarding the San Mateo County Arts Commission: (Supervisor Carole Groom)
 - A) Designating the San Mateo County Arts Commission as the County's local arts partner with the California Arts Council, until rescinded; and

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

- B) Authorizing the County Manager to submit an application to the State-Local Partnership Program for a grant and execute the grant contract if awarded.
- 19. Recommendation for appointment of Larisa Nadukovskaya, representing Emergency Physician, to the Emergency Medical Care Committee (EMCC), for a term ending March 31, 2020. (Supervisor Warren Slocum)
- 20. Recommendation for reappointments to the Commission on Disabilities, each for a term ending June 30, 2019: (Supervisor Warren Slocum)
 - A) Ligia Andrade; and
 - B) Robert Hall.
- 21. Resolution (**074876**) appointing Helen Fisicaro to the Local Governing Board of Directors of Seton Medical Center and Seton Coastside, for a term ending December 31, 2017. (Supervisor Adrienne Tissier)

COUNTY COUNSEL

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

COUNTY MANAGER: OFFICE OF SUSTAINABILITY

- 23. Resolution (**074877**) setting January 10, 2017 at 9:15 a.m. at the regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for the Unincorporated Franchised Area within the South Bayside Waste Management Authority service area, exclusive of County Service Area No. 8 (North Fair Oaks) and West Bay Sanitary District.

COUNTY MANAGER

- 24. Approve the Board of Supervisors' Meeting Schedule for calendar year 2017.
- 25. Resolution (**074878**) authorizing an agreement with California Financial Services, Inc. to provide cumulative financial tracking, reporting and disclosure services for all current financings, for a term of July 1, 2015 through June 30, 2018, in an amount not to exceed \$225,000.
- 26. Resolution (**074879**) authorizing an amendment to the FY 2016-17 Adopted Budget, increasing County Service Area No. 8 (North Fair Oaks) Fund Balance by \$261,488 for a new total of \$4,136,348, to conform with the County's June 30, 2016 Financial Statements and Controller's FY 2016-17 Budget Schedules.

GOVERNING BOARD

COUNTY OF SAN MATEO

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27. Acting as the Governing Board of the San Mateo County Flood Control District, adopt a resolution **(074880)** approving the appointment of Kamala Silva Wolfe to the Colma Creek Flood Control Zone Advisory Committee as an “at large” member from the City of South San Francisco for a term expiring March 31, 2020.
28. Acting as the Governing Board of County Service Area No. 8, adopt a resolution **(074881)** setting January 10, 2017 at 9:00 a.m. at the regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (North Fair Oaks).

HEALTH SYSTEM

29. Resolution **(074882)** authorizing an amendment to the agreement with Pacific Interpreters, Inc., a Language Line Solutions Company, for interpreter services, increasing the amount by \$125,000, to an amount not to exceed \$1,875,000.
30. Resolution **(074883)** authorizing an agreement with AristaMD, Inc. to provide a SMART referral solution, for the term October 1, 2016 through September 30, 2021, in an amount not to exceed \$2,502,500.
31. Resolution **(074884)** authorizing an agreement with Total Renal Care, Inc. to provide acute inpatient dialysis services, for the term December 1, 2016 through November 30, 2021, in an amount not to exceed \$4,500,000.
32. Resolution **(074885)** authorizing a Memorandum of Understanding with the Health Plan of San Mateo to accept funding to participate in the Health Plan of San Mateo’s Clinical Partnerships Program, for the term October 14, 2016 through March 31, 2018, in an amount not to exceed \$191,000.

HOUSING

33. Resolution **(074886)** regarding a Regional Assessment of Fair Housing:
 - A) Authorizing the San Mateo County Department of Housing to serve as the lead entity in the collaboration between San Mateo County, the Housing Authority of the County of San Mateo, the Housing Authority of the City of South San Francisco, the City of Daly City, the City of Redwood City, the City of San Mateo, and the City of South San Francisco to conduct an Assessment of Fair Housing as required by the U.S. Department of Housing and Urban Development; and
 - B) Authorizing the Director of the Department of Housing to execute a Collaboration Agreement between San Mateo County, the Housing Authority of the County of San Mateo, the Housing Authority of South San Francisco, Daly City, Redwood City, the City of San Mateo and South San Francisco, which will describe the roles and responsibilities of each of the parties and ascribe each party’s fair share of the contract fee, and to accept funding for the purposes of jointly preparing a regional Assessment of Fair Housing; and

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

- C) Approving the revised Community Participation Plan which describes the community participation, consultation and coordination required for the Assessment of Fair Housing for San Mateo County (formerly Citizen Participation Plan), which reflects the requirement of the Affirmatively Furthering Fair Housing Final Rule published by the U.S. Department of Housing and Urban Development in July 2015.

34. **Measure A: Resolution (074887)** regarding acquisition of Atherton Court Apartments:

- A) Authorizing a loan to MidPen Housing of \$5,883,211 for the acquisition of real property located at 3752-3770 Rolison Road, also known as Atherton Court, in Redwood City; and
- B) Authorizing the Director of the Department of Housing, or the Director's designee, to execute a loan agreement with MidPen Housing for the acquisition of Atherton Court in Redwood City, as approved by County Counsel.

HUMAN RESOURCES

- 35. Resolution (074888) authorizing an amendment to the Master Salary Resolution to add six positions, delete six positions, and reclassify one position.
- 36. Report recommending the denial of claims (Non-culpable)

HUMAN SERVICES AGENCY

- 37. Resolution (074889; 074890) regarding an agreement with Abode Services authorizing:
 - A) The acceptance of funding from California Department of Social Services Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program in an amount up to \$924,299 for Fiscal Year 2016-17; and
 - B) The Human Services Agency Director to accept any additional augmentations to the CalWORKs Housing Support Program through FY 2017-18, in an amount up to \$2,000,000; and
 - C) The Human Services Agency Director to execute an agreement with Abode Services for the term of November 15, 2016 through June 30, 2017 in the amount of \$924,299 and any amendments through FY 2017-18 to use augmented Housing Support Program funding towards rapid re-housing services to CalWORKs families who are homeless or at risk of homelessness to remain housed in San Mateo County; and
 - D) An Appropriation Transfer Request in the amount of \$924,299 to the Human Services Agency Budget to accept the unanticipated funding from California Department of Social Services CalWORKs Housing Support Program.
- 38. Resolution (074891a; 074891b; 074891c; 074891d; 074891e) regarding the Core Services

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Agencies:

- A) Authorizing agreements with the Core Service Agencies for safety net services for the term of November 15, 2016 through June 30, 2019 in the following amounts: (1) YMCA of San Francisco, \$421,779; (2) City of Daly City – Daly City Community Service Center \$444,419; (3) Pacifica Resource Center, \$372,625; (4) Samaritan House, \$854,065; (5) Coastside Hope, \$502,859; (6) City of Redwood City-Fair Oaks Community Center, \$595,105; (7) El Concilio of San Mateo County, \$437,877; and (8) Puente de la Costa Sur, \$232,287, for a total of \$3,861,016; and
- B) Authorizing the Director of Human Services Agency or designee to execute said agreements with the following three Core Service Agencies: (1) YMCA of San Francisco; (2) City of Daly City – Daly City Community Service Center; and (3) City of Redwood City – Fair Oaks Community Service Center.

- 39. **Measure A:** Resolution **(074892)** authorizing an agreement with Abode Services to provide Rapid Re-Housing services, for the term of November 15, 2016 through June 30, 2018, in an amount not to exceed \$1,500,000.
- 40. Resolution **(074893)** authorizing an amendment to the agreement with StarVista to increase the per youth rate for the Transitional Housing Placement Plus program (THP-Plus), extending the term by six months to June 30, 2017, and increasing the amount by \$687,945, for a total obligation of \$6,687,707.

PARKS

- 41. Resolution **(074894)** authorizing the submittal of an application for grant funding from the California State Coastal Conservancy for the Coyote Point Eastern Promenade Trail Project in the amount of \$350,000.
- 42. **Measure A:** Resolution **(074895)** authorizing an agreement between the County of San Mateo and the San Mateo County Resource Conservation District for advertisement, award, and administration of contracts for the Old Haul Road Sediment Reduction Project, Phase I, in Pescadero Creek County Park, for a term of November 15, 2016 to December 31, 2017 or to completion date of Phase I, whichever comes first, in an amount not to exceed \$130,000.

SHERIFF

- 44. Resolution **(074897)** regarding FY 2016 Urban Area Security Initiative Grant:
 - A) Authorizing an agreement with the City and County of San Francisco for the distribution of FY 2016 Urban Area Security Initiative grant funds for the Northern California Regional Intelligence Center, for a term commencing November 1, 2016 through February 28, 2018, in an amount not to exceed \$5,500,000; and
 - B) Authorizing the Sheriff or Sheriff's designee to execute interagency agreements in amounts that do not exceed \$300,000, utilizing solely the \$5,500,000 of grant funding,

COUNTY OF SAN MATEO

BOARD OF SUPERVISORS

with other public agencies, for the purpose of reimbursing those agencies for the cost of personnel assigned to the Northern California Regional Intelligence Center.

45. Resolution (**074898**) authorizing an agreement with the City of Seaside Police Department for reimbursement of services provided by an Intelligence Analyst from the Northern California Regional Intelligence Center, for the term of July 1, 2016 through June 30, 2017, in an amount not to exceed \$125,000.
46. Resolution (**074899; 074900**) regarding Vance Brown Incorporated:
- A) Authorizing an Appropriation Transfer Request (ATR) recognizing \$3,000,000 in unanticipated revenue from Gifts and Donations and transferring \$3,000,000 to Fixed Assets for payment to Vance Brown incorporated; and
 - B) Authorizing payment to Vance Brown, Incorporated in the maximum amount of \$3,000,000 upon confirmation of completion of construction work of that value.

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
- B) Alfred Banks and Shirley Lawrence-Banks v. County of San Mateo, et al.
U.S. District Court Case No. 4:16-cv-04455-YGR
(Related to U.S. District Court Case No. 4:16-cv-06072-DMR)
- C) Conference with Legal Counsel - Anticipated Litigation
- D) Significant exposure to litigation pursuant to subdivision (d)(2) of Gov't Code Section 54956.9
One case

The Board recessed to regular closed session for discussion at 12:42 P.M.

The Board reconvened to open session at 1:11 P.M.

County Counsel made the following report: The Board discussed all items and unanimously authorized \$300,000 to Kerr & Wagstaffe, LLP for legal services in the matter of Banks v. County of San Mateo.

The meeting adjourned at 1:12 P.M.

RESOLUTION

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

San Mateo County Law Library *Upon its Centennial*

WHEREAS, the **SAN MATEO COUNTY LAW LIBRARY** was founded in 1916 by resolution of the Board of Supervisors upon request of the San Mateo County Bar Association and has always been in the courthouse until it moved into its current building in 1986; and

WHEREAS, the **SAN MATEO COUNTY LAW LIBRARY** serves the legal research needs of approximately 8000 people per year and over 40% of those individuals are members of the general public who are not represented by attorneys; and

WHEREAS, the **SAN MATEO COUNTY LAW LIBRARY** is a community asset that is available with open doors to all residents, providing legal resources as well as community workshops and opportunities to consult with lawyers through the “Lawyer in the Library” program; and

WHEREAS, the **SAN MATEO COUNTY LAW LIBRARY**, named after former District Attorney Keith Sorenson and former Judge Melvin Cohn, honors the legacy of the legal community that has served San Mateo County,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby commends the **SAN MATEO COUNTY LAW LIBRARY** on the occasion of its Centennial and on behalf of all residents, expresses sincere appreciation to the San Mateo County Law Library for its numerous achievements and contributions to the residents of San Mateo County.

Dated: October 19, 2016

SUPERVISORS:

WARREN SLOCUM, President

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

RESOLUTION

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION HONORS AND COMMENDS

Leadership San Mateo, Foster City, Burlingame, Hillsborough Upon its 25th Anniversary

WHEREAS, LEADERSHIP SAN MATEO, FOSTER CITY, BURLINGAME, HILLSBOROUGH was founded in 1990 by San Mateo County leaders who had a vision of promoting community and leadership among the residents of San Mateo County; and

WHEREAS, LEADERSHIP SAN MATEO, FOSTER CITY, BURLINGAME, HILLSBOROUGH seeks to identify and nurture existing and potential community leaders through education around local issues, networking opportunities, leadership development and practice; and

WHEREAS, the partnership and continuing support from the cities, community leaders and business communities of San Mateo, Foster City, Burlingame and Hillsborough have strengthened and validated the importance of this leadership development program in San Mateo County and to building a pipeline of strong local leaders; and

WHEREAS, LEADERSHIP SAN MATEO, FOSTER CITY, BURLINGAME, HILLSBOROUGH provides a forum for discussion on programs, services and critical issues in the community, as well as encourages broader citizen involvement and promotes an educated citizenry; and

WHEREAS, LEADERSHIP SAN MATEO, FOSTER CITY, BURLINGAME, HILLSBOROUGH is an asset to San Mateo County whose impact is visible in the over 700 LEADERSHIP Graduates who have gained valuable leadership training and who serve in leadership positions throughout the county, improving the quality of life in countless ways,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby commends **LEADERSHIP SAN MATEO, FOSTER CITY, BURLINGAME, HILLSBOROUGH** on the occasion of its 25th Anniversary and on behalf of all residents, expresses sincere appreciation to this organization for its numerous achievements and contributions to the residents of San Mateo County.

Dated: October 20, 2016

SUPERVISORS:

WARREN SLOCUM, President

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

RESOLUTION

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

Dolores Rose Foppiano *Upon The Celebration of Her* *90th Birthday*

WHEREAS, DOLORES ROSE FOPPIANO was born Dolores Rose Caserza on September 6, 1926, in Colma, California, the second child to parents Emma and Giovanni Caserza after older brother Lawrence Foppiano, and is known to many close family and friends as “Googie”; and

WHEREAS, DOLORES ROSE FOPPIANO attended Daly City public schools and graduated from Jefferson High School in Daly City, California in 1944; and

WHEREAS; DOLORES was introduced to her future husband, Eugene Foppiano by her brother Lawrence, after Eugene and Lawrence served together in the military in World War II in Germany, and Dolores and Eugene were married on July 6th, 1952; and

WHEREAS, DOLORES and Eugene Foppiano together had two sons, David Eugene Foppiano born on February, 6, 1955, and Gary John Foppiano born on April 9, 1961; and

WHEREAS; DOLORES has two grandchildren, Kristiana and Matthew Foppiano; and

WHEREAS; DOLORES retired from the Jefferson Elementary School District where she worked as a Principal’s Assistant at Pollicita Middle School in Daly City, California for many years; and

WHEREAS; After her retirement, **DOLORES** and her husband Eugene traveled and cruised the world extensively together and she took up pottery decorating and painting, making ornaments and serving dishes that her family continues to use on a regular basis to this day; and

WHEREAS; DOLORES continues to lives in the same home in Daly City, California that she has lived in for over 60 years, is an active member of the Holy Angels Senior Group and is a fabulous Italian cook specializing in her famous pasta sauce and biscotti.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates **DOLORES ROSE FOPPIANO** upon the celebration of her 90th Birthday. The Board hereby expresses its sincere wishes for many more years of health and happiness.

Dated: September 6, 2016

SUPERVISORS:

WARREN SLOCUM, PRESIDENT

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors

RESOLUTION

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

SamTrans Upon The Celebration of Its 40th Anniversary

WHEREAS, SAMTRANS bus service was formed in 1976 by consolidating 11 municipal bus systems into the San Mateo County Transit District, commonly known as SAMTRANS, and one year later in 1977, began offering service for customers with mobility impairments through its Redi-Wheels paratransit program; and

WHEREAS, SAMTRANS formed a unique fare stabilization plan in 1978 for Southern Pacific rail riders which ultimately led to SAMTRANS joining Caltrain, Santa Clara Valley Transportation Authority and Muni in a long-term agreement with Southern Pacific for Caltrain rail service; and

WHEREAS, SAMTRANS was named managing agency of the San Mateo County Transportation Authority, which began in 1988 to administer the voter-approved half cent sales tax for transportation improvements; and

WHEREAS, SAMTRANS purchased the Caltrain right of way, San Francisco to San Jose, with the Peninsula Corridor Joint Powers Board in 1991; and

WHEREAS, In 2007, SAMTRANS was named Employer of the Year by Northern California Chapter of the conference of Minority Transportation Officials; and

WHEREAS, In 2009, SAMTRANS started the Mobility Ambassador Program which introduced seniors and people of disabilities to the wide variety of transit options available in the County; and

WHEREAS, Over the last forty years SAMTRANS has contributed to a better quality of life for the residents of San Mateo County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates SAMTRANS upon its 40th Anniversary. The Board hereby expresses its gratitude and adds sincere wishes for many more years of success in providing safe, reliable public transportation for residents in the County.

Dated: July 1, 2016

SUPERVISORS:

WARREN SLOCUM, President

DAVE PINE

CAROLE GROOM

DON HORSLEY

ADRIENNE J. TISSIER

Attest: _____
Deputy Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: November 21, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Supervisor Adrienne J. Tissier
Subject: Appointments to the Commission on Aging

RECOMMENDATION:

Recommendation for appointments to the Commission on Aging, each for a term ending June 30, 2019:

- a) Patty Clement-Cihak; and
- b) Angela Giannini; and
- c) Pamela Brandman.

BACKGROUND:

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

DISCUSSION:

Patty Clement-Cihak, a resident of San Mateo, is the Division Director for Catholic Charities Aging Support Services and has a degree in Organization Behavior from USF. She is the chair of the San Mateo Community Emergency Response Team (CERT) Steering Committee, a board member of the CA Association of Adult Day Services, participated in the San Mateo Citizen's Academy, and is a member of the Aging and Adult Services New Beginning Coalition (NBC) and NBC Steering Committee. Patty endeavors to contribute in making a stronger, more inclusive aging community.

Angela Giannini, a resident of San Carlos, is an experienced investment professional, a skilled project manager, and a web master. She has served as a Board Director for the Cats Valley Shelter and Sanctuary. She has many years of helping people invest their money safely and brings social media skills to help building awareness and education.

Pamela Brandman, a resident of Redwood City, is a recently retired Psychotherapist and Licensed Clinical Social Worker. She has a master's degree in social work from City University of New York. She is a Senior Peer Counselor with Peninsula Family Service and has many years of experience working with older adults with chronic and severe psychiatric diagnosis, in addition to teaching graduate social work students. Pamela has served on numerous hospital / health boards and committees and would like to give back to her community as a member of the Commission on Aging.

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

FISCAL IMPACT:

None.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors



Date: November 7, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Dave Pine

Subject: Appointment to the Mental Health & Substance Abuse Recovery Commission

RECOMMENDATION:

Recommendation for the appointment of Cherry Leung, representing Public Member, to the Mental Health and Substance Abuse Recovery Commission, for a term ending September 30, 2019.

BACKGROUND:

The Mental Health and Substance Abuse Recovery Commission reviews and evaluates the County's mental health and substance abuse disorders needs, services, facilities and special problems. The Commission advises the Board of Supervisors and the Behavioral Health and Recovery Services Director on any aspect of the local mental health and substance abuse disorders services and programs. They also review and approve procedures used to ensure citizen and professional involvement at all stages of the planning process. Submission of the annual report on the needs and performance of the County's behavioral health and recovery services system are submitted on an annual basis.

DISCUSSION:

Cherry Leung is a resident of Millbrae seeking appointment to this commission as a Public Member. She is an assistant professor at USCF School of Nursing, and has a background pediatric health care with a focus on adolescent mental health.

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

FISCAL IMPACT:

None.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Office of Sustainability



Date: October 20, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jim Eggemeyer, Director, Office of Sustainability

Subject: Amendment to agreement with Circlepoint to provide graphic design and website development services

RECOMMENDATION:

Adopt a resolution authorizing an amendment to the agreement with Circlepoint to provide graphic design and website development services for the sea level rise program in San Mateo County by extending the contract end date from June 30, 2017, to December 31, 2017, and increasing the amount by \$33,710 to an amount not to exceed \$133,100.

BACKGROUND:

The Office of Sustainability (OOS) released a Request for Qualifications (RFQ) in March 2015 for a consultant to provide graphic design and website development services. The requested services included a sea level rise website development, graphic design, and archiving materials.

A total of four proposals were submitted from the following firms: Circlepoint, Green Ideals, Tandem Creative, and Nimbus Design. Proposals were evaluated based on their experience providing similar services to other entities in the past; the cost effectiveness of their proposal; their proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services; and other relevant criteria.

In March 2015, a review committee consisting of four OOS staff selected Circlepoint to perform these tasks. Circlepoint offers marketing, communications, and design services to a number of public agencies including County of San Mateo Department of Public Works, City of San Jose Environmental Services Department, the City of Sacramento, the City of Oakland, and the City of San Francisco. With its headquarters in Oakland, California, Circlepoint has been active in the marketplace for more than twenty-seven years. Circlepoint is experienced in working with communities, stakeholders, opinion leaders, and ecosystems throughout California.

On March 27, 2015, the Director of OOS approved an agreement with Circlepoint for branding and web design, development, and maintenance services in support of the County's sea level rise initiative and projects.

On December 9, 2015, the OOS amended the existing contract for an additional \$10,000 not to exceed \$60,000 (Amendment No. 1) for the purpose of creating and maintaining an interactive website and developing SeaChangeSMC collateral products.

On June 29, 2016, the OOS amended the existing contract for an additional \$39,390 not to exceed \$99,390 (Amendment No. 2) for the purpose of developing branding for the San Mateo County Affordable Housing program and extended the end date from June 30, 2016 to June 30, 2017.

DISCUSSION:

This amendment includes the following additional services, to be provided by Circlepoint to the OOS: (1) complete Vulnerability Assessment Report layout and graphics; (2) complete Vulnerability Assessment Highlights Booklet; and (3) website enhancements and maintenance.

Circlepoint has completed high-quality projects for the OOS, such as the Sea Change SMC website, the Home for All website, collateral material development, and graphic design creation. The proposed contract amendment will add the following services to the existing contract:

1. Sea Level Rise Vulnerability Assessment Report: The OOS has identified the need for design services to make the Vulnerability Report more user-friendly and accessible. Building on the existing project branding, Circlepoint will provide design services to develop two possible design directions for maximizing the effectiveness of this key document. Circlepoint will use design software to lay out the document according to the chosen direction and create up to 10 custom graphics to visualize key data and processes.
2. Vulnerability Assessment Highlights Booklet: To make the technical information in the Vulnerability Assessment more accessible for non-technical audiences, Circlepoint will work with the SMC team to develop two design directions for a booklet of key document highlights. Circlepoint will use design software to layout the document according to the chosen direction. The custom graphics developed for the report may also be used in the booklet, helping visualize complex data or processes to make them more accessible for the general public.
3. Web Enhancements and Maintenance: The main website enhancements are creating an interactive component with the vulnerability highlights, adding a phase 2 adaptation planning page, and creating a new page template for the OOS staff to use when new information should be digitally added. Some optional enhancements are built into the budget and include enhanced security, an improved website review technology, and updating the library of media resources.

County Counsel has reviewed and approved the agreement and resolution as to form.

SHARED VISION 2025:

Retaining Circlepoint for website development and graphic design services contributes to the Shared Vision 2025 outcome of an Environmental Conscious Community by contributing to the County's sea level rise program, known as Sea Change SMC. Sea Change SMC helps the County, cities, and others in San Mateo County prepare for the impacts of sea level rise. Preparing for sea level rise helps ensure our natural resources and communities can continue to thrive in the future with climate change. This contract will increase the awareness of sea level rise impacts throughout the County through website design and graphic design services.

FISCAL IMPACT:

The term of the amended agreement is March 27, 2015, to December 31, 2017. The total obligation is \$133,100, all of which is funded by the General Fund. Appropriations have been included in the FY 2016-17 Adopted Budget.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH CIRCLEPOINT TO PROVIDE GRAPHIC DESIGN AND WEBSITE DEVELOPMENT SERVICES FOR THE SEA LEVEL RISE PROGRAM IN SAN MATEO COUNTY BY EXTENDING THE CONTRACT END DATE FROM JUNE 30, 2017, TO DECEMBER 31, 2017, AND INCREASING THE AMOUNT BY \$33,710 TO AN AMOUNT NOT TO EXCEED \$133,100.

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

WHEREAS, a Request for Qualifications (RFQ) was issued in March 2015 for a consultant to provide website development and design services; and

WHEREAS, Circlepoint was determined to be the best fit based on its experience with other CCA programs, expertise in communications and design, and the cost-effectiveness of their proposal; and

WHEREAS, on March 27, 2015 the Office of Sustainability (OOS) entered into a contract agreement with Circlepoint for the amount of \$47,080; and

WHEREAS, on December 9, 2015, the OOS amended the existing contract for an additional \$10,000 not to exceed \$60,000 for the purpose of creating and maintaining an interactive website and developing SeaChangeSMC collateral products; and

WHEREAS, on June 29, 2016, the OOS amended the existing contract for an additional \$39,390 not to exceed \$99,390 for the purpose of developing branding for the San Mateo County Affordable Housing program and extended the end date from June 30

2016 to June 30, 2017; and

WHEREAS, both parties wish to amend the Agreement by extending the term from June 30, 2017 to December 30, 2017 and increasing the amount by \$33,710 to an amount not to exceed \$133,100; and

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

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

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CIRCLEPOINT**

THIS AMENDMENT TO THE AGREEMENT, entered into this 6 day of December, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Circlepoint, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, the parties entered into an Agreement for website development, graphic design, and collateral services on March 27, 2015; and

WHEREAS, the parties wish to amend the Agreement to include the complete design and layout of the Sea Level Rise Vulnerability Assessment report, the completion of a Vulnerability Assessment Highlights Booklet, graphic design, and website development and maintenance services.

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

1. Section 2 of the agreement is hereby deleted in its entirety and replaced with the following:

Contract Term. The term of this Agreement shall be from March 27, 2015, to December 31, 2017.

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

In no event shall total payment for services under this Agreement exceed one hundred and thirty-three thousand, one hundred dollars (\$133,100).

3. Section 20 of the agreement is hereby deleted in its entirety and replaced with the following:

Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to

the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

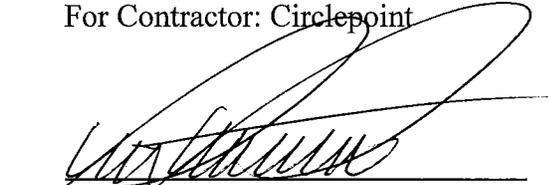
- 4. Original Exhibit A is amended to include the "Revised Exhibit A, (rev. October 27, 2016)", attached hereto and incorporated herein by reference.

- 5. Original Exhibit B is amended to include the "Revised Exhibit B, (rev. October 27, 2016)", attached hereto and incorporated herein by reference.

- 6. **All other terms and conditions of the agreement dated October 27, 2015 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Circlepoint



Contractor Signature

11/7/16
Date

SCOTT STEINWERT
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A
(revised October 27, 2016)

Agreement between the County of San Mateo and Circlepoint

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

Vulnerability Report

The County of San Mateo (SMC) team has rightfully identified the need for design services to make the Vulnerability Report more user-friendly and accessible. Building on existing project branding, Circlepoint will provide design services to develop two possible design directions for maximizing the effectiveness of this key document. Our team will use design software to layout the document according to the chosen direction and create up to 10 custom graphics to visualize key data and processes. For the purpose of this scope of work (SOW), we will assume

- final content provided by the SMC team
- maximum document length of 120 pages
- maximum of 10 custom graphics
- 2 rounds of revisions on all deliverables

Vulnerability Highlights Booklet

To make the technical information in the Vulnerability Report more accessible for non-technical audiences, Circlepoint will work with the SMC team to develop two design directions for a booklet of key document highlights.

Our team will use design software to layout the document according to the chosen direction. The custom graphics developed for the report may also be used in the booklet, helping visualize complex data or processes to make them more accessible for the general public. For the purpose of this SOW, we will assume

- final content provided by the SMC team
- maximum document length of 8-12 pages
- 2 rounds of revisions on all deliverables

Web Enhancements and Maintenance

Vulnerability Highlights

To make the information in the Vulnerability Assessment accessible for a broader range of audiences, we recommend making the key information in the highlights booklet available on the website. The Circlepoint web team will work closely with the SMC team to determine the placement and structure of this information. For the purpose of this SOW, we will assume streamlined design approach and minimal interactivity.

Phase 2 Adaptation Planning Page

To prepare for Phase 2 of the Sea Change project, the Circlepoint team will work with the Sea Change team to develop a new webpage focusing on various aspects of Adaptation

Planning and what these efforts mean for various communities. This webpage will encompass everything that San Mateo County plans on undertaking in regards to sea level rise adaptation, including additional analysis, new policy proposals, etc.

New Page Template and Documentation

To enable the Sea Change team create new pages for related projects when necessary, Circlepoint will develop a general webpage template and documentation on how to use it. As part of the regular maintenance task, the Circlepoint team will work with the Sea Change team to evaluate the value/necessity of adding new webpages, keep the website's site map up to date and periodically evaluate the site's overall architecture to ensure the site evolves in a well-rounded fashion according to the best practices of UI/UX.

Regular Maintenance

Our team monitors the Sea Change website for security and traffic. Monthly Analytics reports provide insights to user patterns and website behavior trends inform recommendations for optimizing website structure and updating content. Regular security monitoring ensures all website technology is current, protecting the site from breaches.

Continued maintenance of the Sea Change SMC website also includes updating text, occasional design updates as requested, uploading new files to the website, maintaining the server, backing up files, updating third-party technologies, troubleshooting errors, adding or removing search engine tags, adding or removing links to other sites, etc.

Optional Enhancements

CMS Editor Customization - To foster the SMC team's growing competence and day to day maintenance of the website, we propose adding a Callout Box option to CMS interface. This would allow the SMC team to create consistent call out boxes on various pages of the site to promote events or other timely information with text color options that ensure content is styled according to brand guidelines. Execution requires editing the existing theme functions, styling the feature and QA for usability.

Media Library 2.0 - The SMC Team has amassed a significant library of resources on the site. To accommodate the library's growth and improve the user experience of this important resource, we recommend revisiting the administration features of this page and updating them include folders to better organize the content saved here, making it easier to maintain.

Improved Revision & Review Controls - As the SMC team grows, review protocols may change for updating the website. We recommend integration of technology that allows SMC team members to stage updates to the site for review and approval by a manager before deployment. Putting these protocols in place will both empower the SMC team and ensure quality assurance is consistently administered.

Enhanced Password Security - To comply with County IT security policies, we recommend adding a CMS feature prompting users to regularly reset their passwords.

**Exhibit B – Circlepoint Budget
(revised October 27, 2016)**

Circlepoint Budget							Total Hours	Total Dollars
Tasks	Creative Director Rates	Sr. Art Director	Sr. Web	Sr. Graphics	Graphics / Web			
Task 1: Vulnerability Report Layout	\$165	\$165	\$120	\$110	\$95			
Document design options (2)	1.00	4.00		8.00		13.00	\$1,705.00	
Document layout		4.00		5.00	50.00	59.00	\$5,960.00	
Custom Graphics (up to 10)		4.00		5.00	18.00	27.00	\$2,920.00	
Revisions		2.00			10.00	12.00	\$1,280.00	
Subtotal Task 1: Vulnerability Report Layout	1.00	14.00	-	18.00	78.00	111.00	\$11,865.00	
Task 2: Highlights Booklet								
Document design options (2)	1.00	2.00		8.00		11.00	\$1,375.00	
Document layout		2.00			32.00	34.00	\$3,370.00	
Revisions		2.00			8.00	10.00	\$1,090.00	
Subtotal Task 2: Highlights Booklet	1.00	6.00	-	8.00	40.00	55.00	\$5,835.00	
Task 3: Web Enhancements & Maintenance								
Vulnerability Highlights Page		4.00	8.00		15.00	27.00	\$3,045.00	
Phase 2: Adaptation Planning page		2.00	8.00		15.00	25.00	\$2,715.00	
New page template and documentation		2.00	3.00		8.00	13.00	\$1,450.00	
Regular Maintenance (8 months)		8.00	8.00		16.00	32.00	\$3,800.00	
Subtotal Task 3: Web Enhancements & Maintenance	-	16.00	27.00	-	54.00	97.00	\$11,010.00	
Task 4: Optional Web Enhancements								
CMS Editor Customization			2.00		6.00	8.00	\$810.00	
Media Library 2.0			1.00		2.00	3.00	\$310.00	
Improved Revision Review Controls			1.00		2.00	3.00	\$310.00	
Enhanced Password Security			2.00			2.00	\$240.00	
Subtotal Task 4: Optional Web Enhancements	-	-	6.00	-	10.00	16.00	\$1,670.00	
Labor Subtotal	2.00	36.00	33.00	26.00	182.00	279.00	\$30,380.00	
Labor Contingency							\$3,000.00	
Total Labor							\$33,380.00	
ODCs								
Web and Domain Hosting							\$300.00	
Subtotal ODCs							\$300.00	
10.0% Mark-Up on ODCs							\$30.00	
Total ODCs							\$330.00	
TOTAL							\$33,710.00	

Assumptions

- AI content provided by the SMC team
- Vulnerability Report - maximum document length of 120 pages
- Highlights Booklet - maximum document length of 12 pages
- Maximum of 10 custom graphics
- 2 rounds of revisions on all deliverables
- Labor Contingency is to accommodate additional as-needed graphic/web support



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: December 1, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Approval of the Final Budget for the Construction of the Half Moon Bay Library

RECOMMENDATION:

Adopt a resolution approving the final budget for the construction of the Half Moon Bay Library.

BACKGROUND:

In 2004, the County entered into the First Restated Joint Power Agreement relating to Library Services (the "JPA Agreement"), which provides that in the event that the City of Half Moon Bay (the "City") decides to either replace or significantly remodel and expand the Half Moon Bay Library (the "Library"), the County agrees to contribute 50% of the costs associated with any such replacement or remodeling in recognition that approximately 50% of the population served by the Library comes from unincorporated areas.

Over the last several years, the City has been working with the community and is preparing to construct a new library facility on the site of the existing Library, located at 620 Correas Street in Half Moon Bay. The County is participating in these efforts by providing staff representation on both an Executive Oversight Workgroup and a Technical Advisory Workgroup. On December 15, 2015, your Board approved an agreement with the City (the "Funding Agreement") for the County's contribution of half of the costs of construction of the library, and the County budgeted \$12 million in the FY 2015-16 Adopted Budget for this purpose, which was rolled into the FY 2016-17 Adopted Budget.

In November 2016 the City issued an RFP for the construction contract and bids were received and reviewed. Based on the lowest bid, the final budget for the project is \$24,453,710, which needs to be approved by both the County and City, prior to the City awarding a contract for the construction of the Library.

DISCUSSION:

Pursuant to the Funding Agreement, the County and City will equally share the costs of the Library construction. The San Mateo County Library JPA will also make a contribution to the construction costs. The shares of the construction are as follows:

Library JPA:	\$ 1,100,000
City:	\$11,926,855
County:	<u>\$11,926,855</u>
Total:	\$24,953,710

The City's portion will be offset by donations from the Friends of the Library Capital Fundraising campaign, which are currently approximately \$420,000. The City has funding available to cover their portion of the construction costs.

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

Approval of the final budget contributes to the 2025 Shared Vision outcome of a Collaborative Community by working with the City of Half Moon Bay to provide library services to residents of the City and unincorporated Coastsides.

FISCAL IMPACT:

The County's \$11,926,855 share of the Final Approved Budget is included in the FY 2016-17 Approved Budget for Non-Departmental Services using General Fund Reserves.

RESOLUTION NO. .

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

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**RESOLUTION APPROVING THE FINAL BUDGET FOR THE CONSTRUCTION OF
THE HALF MOON BAY LIBRARY**

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

WHEREAS, the City of Half Moon Bay (“City”) owns lands located within the jurisdictional boundaries of the City which have been used for public library purposes (620 Correas Street, Half Moon Bay, California), and City desires a new replacement public library (hereinafter, “Library” or the “Library Project”) at the same location; and

WHEREAS, the City and the County of San Mateo (“County”) are parties to a Library Joint Powers Agreement (“JPA Agreement”), pursuant to Government Code §6500 et seq., for the purpose, among others, of jointly exercising their authority to provide library services so that City may provide services to City and County residents; and

WHEREAS, pursuant to the JPA Agreement, the City and County entered into an agreement (“Library Funding Agreement”) under which the County has agreed to contribute up to one half of the construction costs of the Library Project and, prior to the City entering into a contract for the construction of the library, the County and City must approve the final budget; and

WHEREAS, the final budget for the Library Project is \$24,453,710; and

WHEREAS, the County is responsible for half of the costs of the Library Project, which after contributions from the San Mateo County Library JPA and the City are \$11,926,855 and have already been allocated in the County's budget.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors approve the final budget for the Half Moon Bay Library Project of \$24,953,710.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: October 7, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise Rogers, Chief, Health System
Eric Raffin, Chief Information Officer, Health System

Subject: Agreement with Gartner, Inc. to Provide Consulting Services for an Enterprise Electronic Health Record Assessment and Plan

RECOMMENDATION:

Adopt a resolution authorizing an agreement with Gartner, Inc. to provide consulting services for an enterprise electronic health record assessment and plan, for the term of December 6, 2016 through December 5, 2018, in an amount not to exceed \$1,600,000.

BACKGROUND:

San Mateo County Health System (SMCHS) providers and staff document healthcare encounters through the use of several electronic health record (EHR) systems. SMCHS has reached a critical juncture regarding the use of these EHR systems: information exists for the same patient or client in multiple systems and is not easily accessible to providers. SMCHS must maintain regulatory compliance by using EHR systems, but faces risks such as obsolete software and a growing trend where providers spend more time entering data into EHR systems than engaging directly with their clients or patients.

In 2015, Health System leaders recommended conducting a robust EHR assessment as the first step to unifying our disparate EHR systems into an Enterprise EHR solution.

DISCUSSION:

On March 8, 2016, the Health Information Technology (HIT) Division issued an RFP for an Enterprise Electronic Health Record Assessment and Plan and ultimately selected Gartner, Inc. to provide objective and unbiased consulting services to meet SMCHS' requirements and goals. An EHR assessment is an industry standard approach to preparing a healthcare organization to implement an Enterprise EHR solution on point, on time, and on budget.

Gartner, Inc. will work alongside SMCHS to complete a readiness assessment and set of implementation plans for the Enterprise EHR framework. Gartner will also support the development and management of the Enterprise EHR RFP and subsequent negotiation process.

HIT requests that your Board authorize the Chief of the Health System or designee to execute this agreement and additional amendments thereto and on behalf of the County. The Resolution contains the County's standard provisions allowing amendment of the County fiscal obligations by a maximum \$25,000 (in aggregate).

This agreement and resolution have been reviewed and approved by County Counsel as to form.

The agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by enhancing the use of EHR technology to ensure clients/patients receive the right service, at the right time, and in the right setting. By addressing the seven critical tasks in the assessment, SMCHS will have identified all of the functional, technical, and implementation requirements for the Enterprise EHR solution. It is anticipated that by the end of FY 2017-18, all seven tasks will be completed and a selection for the Enterprise EHR solution will be ready based on a completed RFP evaluation.

PERFORMANCE MEASURE(S):

Measure	FY 2016-17 Estimated	FY 2017-18 Projected
Seven critical tasks outlined in the assessment and plan will be completed.	3 of 7 tasks completed	7 of 7 tasks completed

FISCAL IMPACT:

The term of the agreement is December 6, 2016 through December 5, 2018. The amount is not to exceed \$1,600,000 for the two-year term. The agreement is broken into several phases, including an operational readiness assessment, requirements gathering and prioritization, budget planning, RFP design and contract negotiation support.

The cost will be covered by charges to the Health System divisions, 1991 Realignment funds, and the Medi-Cal Administrative Activities fund. Funds in the amount of \$1,190,000 are included in the Health System FY 2016-17 Adopted Budget. Funds in the amount of \$410,000 will be included in the Health System FY 2017-18 Recommended Budget.

Request for Proposals – Matrix

<p>1</p>	<p>Where was the RFP advertised?</p>	<p>The RFP was listed in the website PublicPurchase.org</p>
<p>2</p>	<p>In addition to any advertisement, list others to whom the RFP announcement was sent:</p>	<p>The RFP announcement was sent directly to: 1) HCigroup 2) EHR & Practice Management Consultants 3) Prescott Solutions 4) Pinnacle 5) HealthNET 6) Leidos 7) Accenture</p>
<p>3</p>	<p>State the total number of RFP's sent to prospective proposers:</p>	<p>One RFP was sent directly to seven prospective proposers.</p>
<p>4</p>	<p>How many proposals did you receive?</p>	<p>We received seven proposals.</p>
<p>5</p>	<p>List in alphabetical order the names of the proposers (or finalists, if applicable) and the location:</p>	<p>The proposals we received were from:</p> <ol style="list-style-type: none"> 1. eCare Managed Inc., Carmel Valley, CA 2. Gartner, Inc., Santa Clara, CA ** 3. Health IT2, Trabuco Canyon, CA 4. HealthNET System Consultant, Inc. Burlington, MA ** 5. PCG Health, Boston, MA 6. RSM US, LLP., McLean, VA 7. T2C – Top Tier Consulting, Woodland Hills, CA <p>** = Finalists</p>

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH GARTNER, INC. TO PROVIDE CONSULTING SERVICES FOR AN ENTERPRISE ELECTRONIC HEALTH RECORD ASSESSMENT AND PLAN, FOR THE TERM DECEMBER 6, 2016 THROUGH DECEMBER 5, 2018, IN AN AMOUNT NOT TO EXCEED \$1,600,000

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

WHEREAS, San Mateo County Health System (SMCHS) providers and staff document healthcare encounters through the use of several electronic health record (EHR) systems; and

WHEREAS, SMCHS has reached a critical juncture regarding the use of these EHR systems as information exists for the same person in multiple systems and is not easily accessible to providers; and

WHEREAS, SMCHS must maintain regulatory compliance by using EHR systems, but faces risks such as obsolete software and a growing trend where providers spend more time entering data into EHR systems than engaging directly with their clients; and

WHEREAS, in 2015, Health System leaders recommended conducting a robust EHR assessment as the first step to unifying our disparate EHR systems into an Enterprise EHR solution; and

WHEREAS, on March 8, 2016, Health Information Technology issued an RFP for an Enterprise Electronic Health Record Assessment and Plan and selected Gartner, Inc. to provide objective and unbiased consulting services to meet SMCHS' requirements and goals; and

WHEREAS, Gartner, Inc. will work alongside SMCHS to complete a readiness assessment and set of implementation plans for the Enterprise EHR framework, as well as support the development and management of the Enterprise EHR RFP and subsequent negotiation process; and

WHEREAS, existing EHR systems support the care of approximately 80,000 clients annually; and

WHEREAS, an EHR assessment is an industry standard approach to preparing a healthcare organization to implement an Enterprise EHR solution on point, on time, and on budget; 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 Gartner, Inc. shall provide consulting services for an enterprise electronic health record assessment and plan, for the term December 6, 2016 through December 5, 2018, for a maximum obligation of \$1,600,000; and

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

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

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

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GARTNER, INC.

This Agreement is entered into this ____ day of _____, 20____, the ("Effective Date") by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Gartner, Inc. a Delaware Corporation with a place of business located at 56 Top Gallant Road, Stamford, CT, hereinafter referred to as the "Contractor." As used herein either County or Contractor may be referred to individually as a ("Party") or collectively as the ("Parties").

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing consulting services for an Enterprise Electronic Health Record Assessment and Plan.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and Contractor's proposal appended hereto in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor at the fixed prices per Deliverable specified in Exhibit B. County reserves the right to withhold payment if County determines that the Deliverable does not materially conform to applicable specifications. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 6, 2016 through December 5, 2018.

4. Termination:

This Agreement may be terminated by Contractor or by the Chief of the Health System or her designee at any time.

Termination for Convenience: without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services performed prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

5. Ownership of Deliverable(s):

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Indemnity

Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, employees, and servants from and against any 3rd party claims, demands or lawsuits, relating to the bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor, its personnel, or agents during the course of the provision of Services under this Agreement.

b. Intellectual Property Indemnification

Contractor shall upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, US patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not

impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent; (IV) or direct the return of Deliverable and refund the fees paid by the County for the Deliverable

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor shall employ commercially reasonable efforts to advise County within thirty (30) days of any cancellation or determination to effect a material change in the insurance coverage's listed herein and/or maintained by Contractor in support of this agreement.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

x Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

x Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability listed herein and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

Compliance With Laws

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 (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 0, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules.

16. Limitation of Liability. Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by County under the Statement of Work under which such liability arises.

17. Ownership of Deliverables. (a) Subject to payment of fees specified in an applicable SOW, Contractor grants to County ownership of any Deliverable originally created for and submitted to County. Contractor shall retain sole and exclusive ownership of its pre-existing tools, methodologies, questionnaires, responses, proprietary research and/or data generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the "Contractor Materials"). Contractor grants to County a perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Consultant Materials embodied in a

Deliverable. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by County to the public, County shall not make the Deliverables available, in whole or in part, to anyone outside of County, or quote excerpts from the Deliverables to the public, without the prior written consent of Contractor. Notwithstanding the foregoing, County may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with County who are engaged by County to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law to include applicable "Open Records" of "Freedom of Information" and "public Records Act" statutes.

(b) Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Contractor shall not use or disclose any of County's confidential information.

18. **Warranty.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. COUNTY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT COUNTY MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. COUNTY UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
19. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and County that no third party shall have the right to (i) rely on the consulting services provided by Contractor or (ii) seek to impose liability on Contractor as a result of the consulting services or any Deliverables furnished by Contractor to County
20. **Confidential Information.** (a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with this Agreement, including the Consultant Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; (vi) the receiving party has the disclosing party's written permission; or (vii) it is disclosed pursuant to California Public Records Act. (b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure.

Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

21. Acceptance. Absent specific language in an individual SOW, all Deliverables provided by Contractor to County shall be deemed to be accepted within fifteen (15) days of receipt by County unless Contractor receives written notice of non-acceptance within 15 days after delivery. Any notice of non-acceptance by County must contain in reasonable detail how the Deliverables did not conform to the applicable Statement of Work. Upon receipt of notice, Contractor shall use commercially reasonable business efforts to correct any deficiencies in the Deliverables so that they materially conform to the Statement of Work

22. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

23. Notices

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

In the case of County, to:

Name/Title: Eric Raffin/Chief Information Officer, Health System
Address: 225 37th Avenue, San Mateo, CA 94403
Telephone: (650) 573-2022
Facsimile: (650) 573-3626
Email: eraffin@smcgov.org

In the case of Contractor, to:

Name/Title: Phillip A. Cummings
Address: 4501 North Fairfax Drive; Arlington VA 22203

Telephone: 703.387.5619
Facsimile: 800-446-3597
Email: phillip.cummings@gartner.com

24. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

GARTNER INC.

A handwritten signature in blue ink, reading "Shrey G. Cummings", written over a horizontal line.

Contractor's Signature

Date: 10/27/16

April 1, 2015 CCC issued contract template version)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the services described in this Exhibit as follows:

1.1 Gartner's Understanding

Located in the heart of the San Francisco Bay Area, San Mateo County is home to nearly 750,000 residents. In order to fulfill its mission to help each of these residents live longer and healthier lives, San Mateo County Health System (SMCHS) provides an array of services including communicable disease control, emergency medical services, mental health care, services for people with addictions, coordinated care and targeted case management for older adults, children with disabilities, pregnant women and low-income children, protection from environmental hazards, healthcare in the correctional setting and medical care for low income residents. Providing these services are SMCHS' 10 divisions and approximately 2,500 staff. These staff are currently using several electronic health record (EHR) systems, case management systems, as well as numerous ancillary and back office applications, leading to inefficiencies in care, reduced patient safety, increased costs and other negative effects.

Having seen these issues in Counties across the United States, Gartner understands SMCHS' objectives and the need to procure and implement a unified EHR solution in order to improve all of its primary areas of focus. Gartner understands that SMCHS wants to assess and analyze the gap between SMCHS' current environment and future needs, develop the requirements to meet those future needs, and procure a unified EHR system to meet those needs and requirements.

We understand the ultimate goal of the unified EHR system is not only to replace the current functionality but also to:

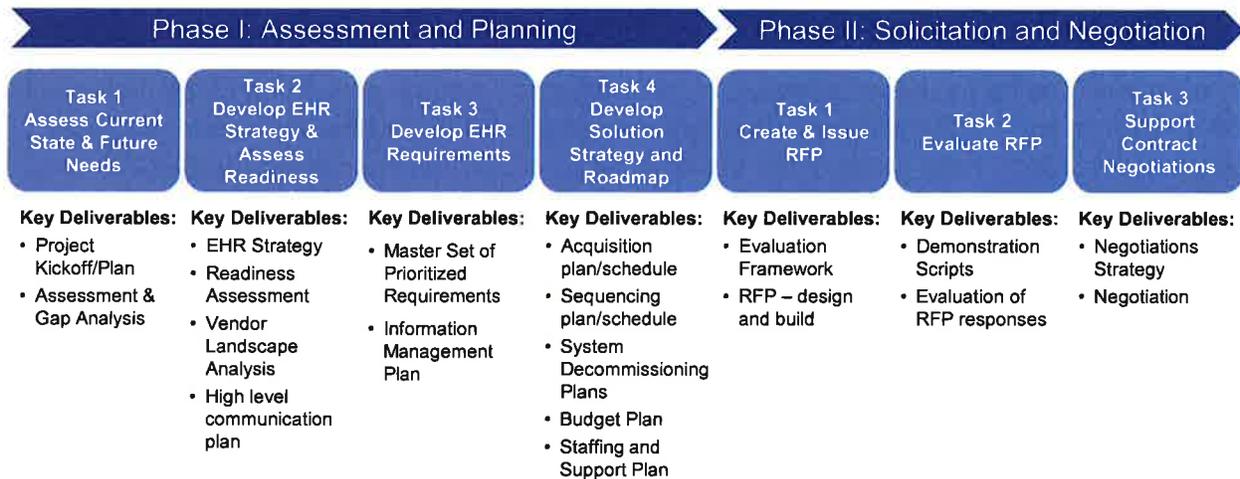
- Meet and exceed meaningful use compliance.
- Assure that relevant clinical data is always accessible at the point of care.
- Standardize care delivery practices and enable the sharing of patient information across various SMCHS care delivery venues and providers.
- Facilitate the sharing of health information with non-SMCHS care providers.
- Increase revenue cycle effectiveness/efficiency.
- Improve the quality of patient care.
- Move toward an Accountable Care Organization (ACO) capability which leads to both better patient outcomes and lower care delivery costs.

1.2 Overview of Gartner's Approach

Gartner has analyzed all of the items that the SMCHS RFP identifies to be within Project Scope and has developed a structured and disciplined approach/work plan which addresses each and

every requirement. Based on this analysis and on our prior experience with other large, complex, public sector healthcare delivery organizations, we have developed a two-phase approach to this project. This approach is summarized in the figure below.

Figure 1. Overview of Project Approach



Each phase contains a set of tasks that, when completed in the proposed sequence, build upon each other and will lead SMCHS to the successful selection of a unified EHR solution that best meets its clinical and administrative needs.

Detailed task descriptions, expected SMCHS involvement, deliverables, and time frames for each task are provided in Section 1.3 and 1.4 (below). They are summarized here to provide an overview for the reader.

1.2.1 Phase I: Assessment and Planning

Phase I will achieve the following objectives:

- Set the foundation for a successful engagement that is delivered on time, within budget, and meets agreed upon SMCHS objectives.
- Assess SMCHS' current environment as it pertains to future solutions.
- Identify a broad vision and direction for the SMCHS.
- Develop guiding principles, strategic imperatives and an overall strategy for a unified EHR.
- Develop the requirements to accomplish the strategy.
- Develop a solution strategy and roadmap to guide the successful procurement, implementation, and operation of a unified EHR solution.

Our proposed methodology to achieve these objectives is based on our deep experience working with other clients to understand the current EHR vendor environment and on Gartner's extensive research in this area. Over the past three to five years, the EHR software market has matured and consolidated significantly and 'Mega Suite' providers have emerged (for a further analysis of this trend see section 2.2 point 5). As a result, Gartner is confident that SMCHS can

find a vendor that provides standard requirements (i.e. CCHIT, MU standards, & etc.). The focus should be on SMCHS-specific scenarios and requirements.

Gartner will leverage our knowledge of industry best practices and our extensive library of EHR use cases/requirements to accelerate the requirements definition process. These materials have been developed over many years and will provide a starting baseline of EHR requirements, which our team will extend and customize based on San Mateo's specific needs and context. The focus of the analysis and requirements development portion of the project will be on identifying, documenting and developing requirements for workflows that are unique to your environment. These will form the basis for the requirements that will enable SMCHS to differentiate between vendor solutions.

1.2.2 Phase II: Solicitation and Negotiation

Phase II will achieve the following objectives:

- Develop relevant documents and framework to create SMCHS Request for Proposal(s).
- Conduct a transparent and defensible procurement process.
- Select the best value vendor(s) and service(s).
- Come to negotiated agreement with vendors to complete the acquisition process.

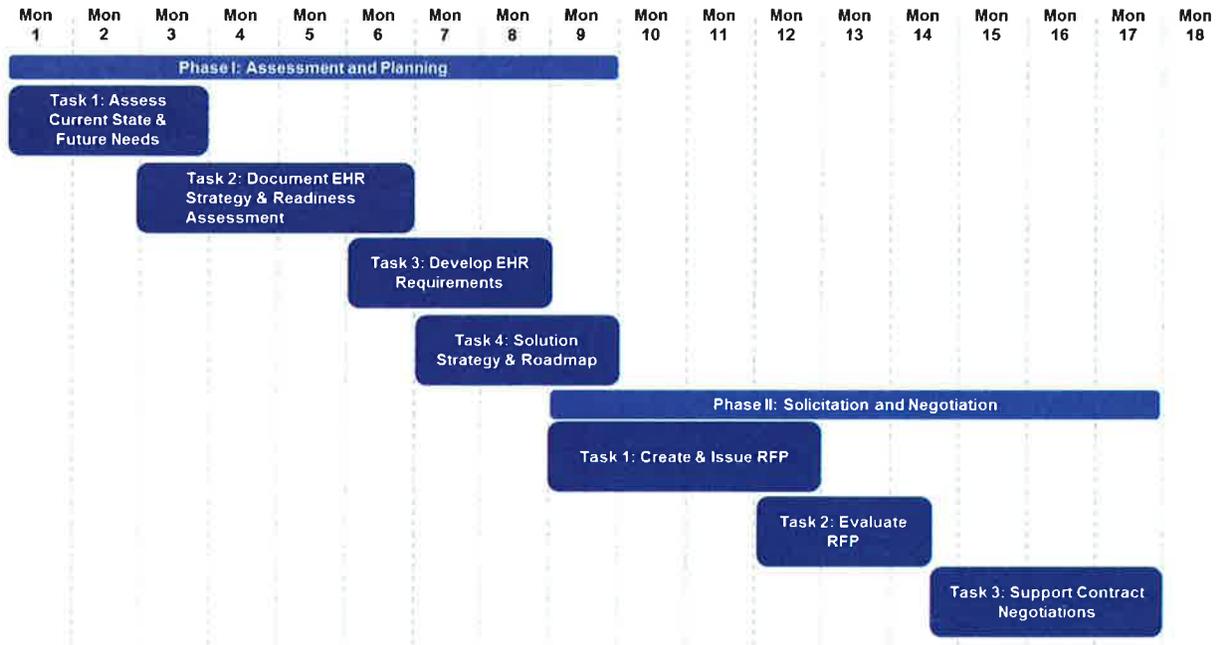
Our approach to solicitation (RFP, selection, etc.) and negotiations (contract, SOW) is informed by our decades of experience assisting other public sector clients with large, complex, high-stakes and politically sensitive procurements, as well as our specific experience assisting LA County DHS with the selection of Cerner and the negotiation of the Cerner contract which led directly to their successfully concluded EHR implementation. We will leverage this experience to help SMCHS follow the solution strategy and roadmap developed in Phase I and avoid the pitfalls that we have seen befall other organizations (see section 2.1 for our five lessons learned).

1.2.3 Expected Project Schedule

Gartner estimates that Phase I will take 8-9 months to complete and Phase II will take 9-10 months. There may be opportunities to accelerate this process by executing some of the tasks in parallel, by establishing an extremely effective, nimble County governance and decision making process.

This proposed schedule is based on our best thinking and actual experience with other clients. If selected by the County to assist with this engagement, Gartner will work with County to establish a schedule that best meets the County's needs.

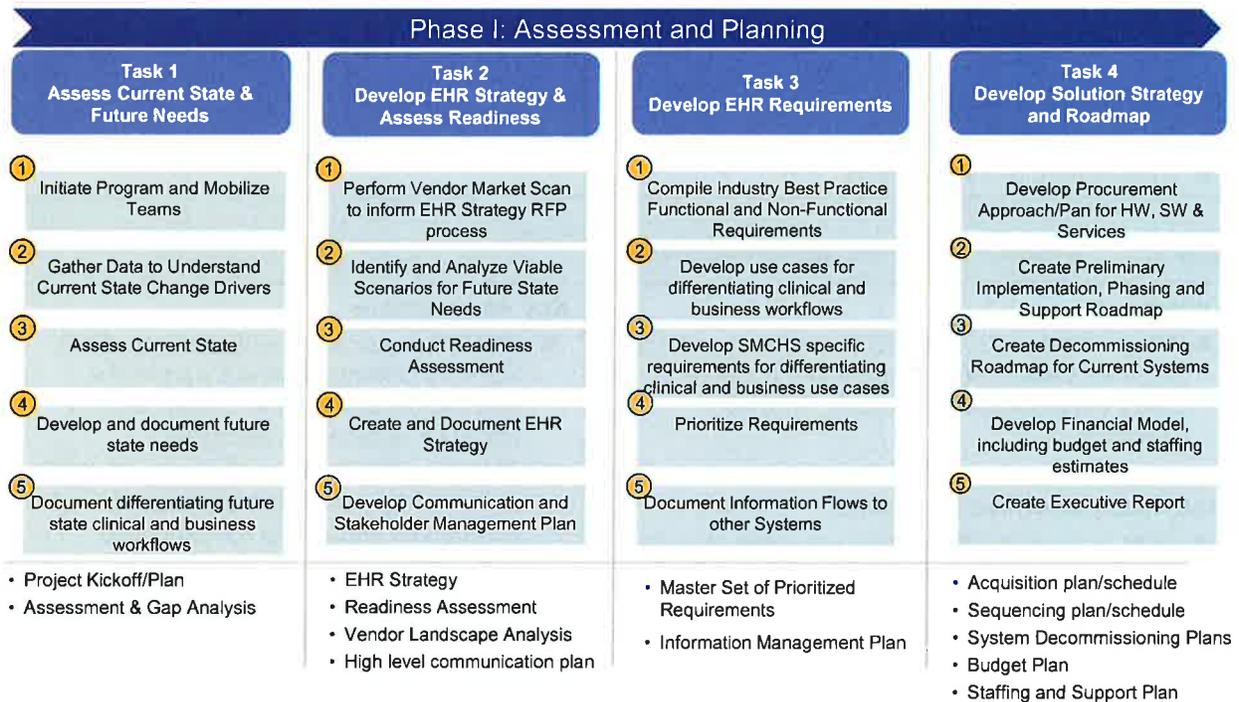
Figure 2. Estimated Engagement Schedule



1.3 Phase 1: Assessment and Planning

Gartner will follow the methodologies discussed above to develop San Mateo’s EHR strategy and requirements. The tasks and steps necessary to accomplish this are outlined in the figure below and detailed in the table.

Figure 3. Overview of Phase I Approach



The following Section provides a detailed description of all tasks, activities and Deliverables for Phase 1: Assessment and Planning.

Phase I. Assessment and Planning	
Task 1. Assess Current State & Future Needs	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Review and Assess SMCHS' current state ■ Determine SMCHS future needs and the gap between current and future states <p>Activities performed by Gartner: Gartner will perform five steps to assess SMCHS' current state and the current state of the vendor market.</p> <ul style="list-style-type: none"> ■ Step 1: Initiate Program and Mobilize Teams ■ Step 2: Gather Data to Understand Current State Change Drivers ■ Step 3: Assess Current State ■ Step 4: Develop and document future state needs ■ Steps 5: Document differentiating future state clinical and business workflows <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Project Kickoff and Plan ■ Assessment & Gap Analysis 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ The eleven divisions and associated systems named in the RFP will be assessed. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in all meetings, interviews, workshops, surveys, etc. ■ Provide requested documentation and information. <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 10-12 weeks
Step 1. Initiate Program and Mobilize	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Work closely with SMCHS to set the foundation for a successful engagement that is delivered on time, within budget and meets SMCHS's objectives. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Prior to the kick-off, Gartner will conduct up to three pre kick-off planning calls with the County project manager to discuss participants, content and logistics of the kick-off meeting. ■ Gartner will develop a Project Plan that will include a detailed project schedule. 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ SMCHS does not already have an EHR Steering Committee and Charter. If a steering committee and charter exist, it would be updated as necessary. ■ SMCHS will provide guidance on kick-off and steering committee participants and appropriate leadership for executive interviews. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Assist in identifying kick-off participants. ■ Schedule kick-off meeting.

Phase I. Assessment and Planning

- Gartner will hold a kick-off meeting with SMCHS to ensure understanding of the project objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and SMCHS. Gartner will also discuss anticipated risks and mitigation plans, based on lessons learned from past experience.
- Gartner will assist the County in developing project governance through forming an EHR Steering Committee, including:
 - Identification of appropriate members for a steering committee for project oversight and decision-making
 - Determination of the steering committee chair
 - Development of a steering committee charter/documentation of roles and responsibilities
 - Obtain steering committee approval of process
- Gartner will conduct separate executive interviews with SMCHS leadership regarding each of their goals and objectives for the project.
- Gartner will work with SMCHS to identify working groups:
 - Working groups will include functional and technical groups.
 - There will likely be one technical group, but multiple functional groups. Each functional group will center around a cluster of related activities based on the scope of knowledge of the business subject matter experts (SMEs).
 - There may be some business SMEs who are members of the technical groups and technical SMEs who are members of the functional groups to ensure a more global understanding.
 - Gartner's experience shows that the most successful working groups include a targeted group of three to five SMEs

Gartner Work Product:

- Project Governance Framework

Gartner Deliverable:

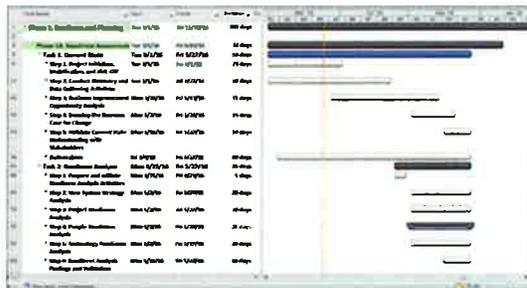
- Project Kickoff/Plan

- Ensure attendance at kick-off meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff.
- Ensure appropriate participation in Steering Committee.

Estimated Duration:

- 1-2 weeks

Sample Project Plan:



Phase I. Assessment and Planning

Step 2. Gather Data to Understand Current State Change Drivers

Objective:

- Develop understanding of SMCHS' current state, pain points and improvement opportunities.

Activities performed by Gartner:

- Review all documentation provided by SMCHS including:
 - Prior consulting outcomes, internal documentation and committee notes
 - Existing requirements
 - Vendor proposals, plans, quotes and cost estimates
 - Previously conducted vendor assessments
 - Overall enterprise strategy and IT strategy
 - Current and planned application portfolio, infrastructure, and architecture
 - Staffing and budgets
- Gartner conduct up to 45 stakeholder interviews in groups or individually regarding the EHR replacement initiative, IT organization and environment
 - Two to three Stakeholders from each of the eleven divisions
 - Interviews will include clinical, revenue cycle, business and IT stakeholders
- Conduct additional discovery activities, including:
 - Up to five focus group discussions with business and IT subject matter experts
 - User surveys to determine satisfaction, pain points, and improvement opportunities (e.g. user experience, access to integrated medical record, analytics and reports)
 - High level demonstrations of current systems to provide a understanding of existing system purpose and function
 - Site visits. Gartner will work with SMCHS to determine the appropriate number and locations to obtain an overview of the environment and divisions. These visits may be part of the other activities (i.e. have different interviews or system demonstrations at different sites)
 - Shadow clinic and field workers to understand the specifics of their workflows (e.g. Women Infant and Children WIC)

Key Assumptions

- Required documentation is available and will be provided in a timely manner
- Appropriate participants for various interviews, workshops, focus groups and surveys are identified and available to participate as required.

SMCHS responsibilities:

- Provide relevant documentation and application portfolio information.
- Arrange and participate in interviews, focus groups and workshops.
- Help identify current systems for demonstrations and conduct demonstrations.
- Participate in current state validation workshop.

Estimated Duration:

- 3-4 weeks

Phase I. Assessment and Planning	
<p>clinics, medical, public health and behavioral health clinics, mobile health clinics in PHPP, FHS home visits by clinical and other personnel, social worker home visits in AAS, etc.)</p> <p>Note: Gartner will work with SMCHS to determine the right number and mix of site and field visits given the diversity of SMCHS' environment.</p> <ul style="list-style-type: none"> ■ Gartner will document SMCHS' current state based on these activities and conduct a validation workshop to confirm understanding. <p>Gartner Work Product:</p> <ul style="list-style-type: none"> ■ Document Current State 	
Step 3. Assess Current State	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Assess SMCHS' current state and ability to meet stakeholder needs. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Based on input from the document review, interviews, surveys, focus groups, workflows, and demonstrations, Gartner will assess SMCHS' current state and determine pain points and improvement opportunities across the business (i.e. business processes, organizational structure, technical architecture) ■ In analyzing SMCHS' current state, Gartner will focus on the following key drivers and constraints: <ul style="list-style-type: none"> <input type="checkbox"/> Mandates: the laws, regulations, policies and goals that SMCHS must understand and fulfill. <input type="checkbox"/> Resources: the staff, budget and technology resources that are available to SMCHS. <input type="checkbox"/> Needs/Expectations: the non-mandated goals of various stakeholders (i.e. constituents, County leadership, staff, etc.) that SMCHS must meet. <input type="checkbox"/> Administration: the desire to provide good service and proper governance to SMCHS' customers and constituents. ■ Gartner will develop a draft assessment of SMCHS' current state. ■ Gartner will facilitate a workshop with SMCHS to review the draft current state assessment. 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ The assessment of the current state will be conducted as the current state is being reviewed and documented <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in Current State Assessment review. <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 4-6 weeks <p>Sample Current State Assessment:</p>

Phase I. Assessment and Planning

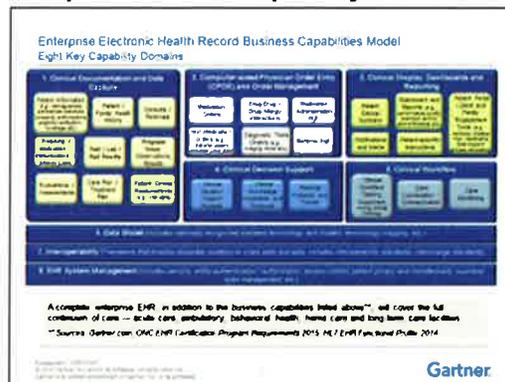
draft Future State Business Capabilities Model for workshop discussion.

- Gartner will facilitate another one half day workshop to discuss and refine the draft Business Capabilities Model with the same combined group of functional and technical working teams. During this workshop Gartner will facilitate the finalization of the Future State Business Capabilities Model.
 - During these discussions, needed future capabilities will be identified as they relate to the core EHR and related needs (FHS home visits, case management, public health needs outside of care delivery, etc.).
 - Current capabilities will then be mapped to the future capabilities.
 - The gap between current and future state capabilities is determined based on this mapping. The gap could include capabilities that SMCHS does not have at all, but it will also include current capabilities that need improvement to match the future state need.
- The Business Capabilities Model will also include an initial assessment of SMCHS' needs that can be met by a core EHR solution and what functionality might need to continue to be provided by additional systems (e.g. disease surveillance, public administrator/public guardian program, etc.) or connected to information contained in the SMCHS HIE.

Gartner Work Product:

- Future State Business Capabilities Model

Sample Business Capability Models:



Step 5. Document Differentiating Future State Clinical and Business Workflows

Objective:

- Document the differentiating Future State Clinical and Business Workflows for use in development of Use Cases and Requirements.

Activities performed by Gartner:

- Based on the Business Capabilities Model, Gartner will develop a draft list of differentiating clinical and business workflows that would support the capabilities identified. Gartner will

Key Assumptions

- The top EHR mega-suites (Epic, Cerner and a few others) can all perform most standard clinical and revenue cycle functions. Functional differences between different business solutions are best teased out by identifying County specific workflows that are highly complex and unique.
- No single EHR solution is likely capable of meeting all of SMHCS' needs out of the box. Documenting the workflows will assist

Phase I. Assessment and Planning

validate and update these processes with the functional working groups.
 Gartner will work with SMCHS to determine the right composition and number of working groups. These workflows should represent differentiating/unique workflows to SMCHS' environment. This will be aligned with the needs and required capabilities identified in Step 4. Based on our current understanding, we anticipate 5 – 7 working groups including at a minimum San Mateo Medical Center and Clinics, Family Health Services, Correctional Health Services, Behavioral Health and Recovery Services, Aging and Adult Services, Emergency Medical Services and Public Health Policy and Planning.

- Gartner will conduct Future State Clinical and Business Workflow Workshops through a facilitated and interactive discussion format with Gartner's project team members.
 - Two half day workshops per workgroup to document the enterprise wide critical clinical and business process workflows. The focus will be to document the follow:
 - A high level description of the process
 - System interactions
 - The Goal of the Business Process Workshops is to collaboratively envision or re-envision how the processes and activities could occur through the inclusion of modern technology capabilities and any reasonable adjustments to existing procedures and policies tied to legacy systems and practices
- Based on the workshops, Gartner will develop draft differentiating Future-State Clinical and Business Workflows.
- Gartner will provide the draft workflows to the appropriate functional working group for review and refinement
- Gartner will finalize the workflows based on the feedback received.
- Gartner will combine the documented differentiating Future State Workflows with the Current State Assessment, Business Capabilities Model and Gap Analysis to produce an Assessment & Gap Analysis report.

Gartner Deliverable(s):

- Assessment & Gap Analysis Report

in developing a Solution Strategy that allows SMCHS to achieve its vision using the best available technology solutions in the market place.

- An estimated number of 3 differentiating Workflows will be documented per working group, up to a total of 25 Workflows across all areas and working groups.
- There will be up to two workflow sessions per working group.
- Current workflows are likely to change with a new EHR solution.

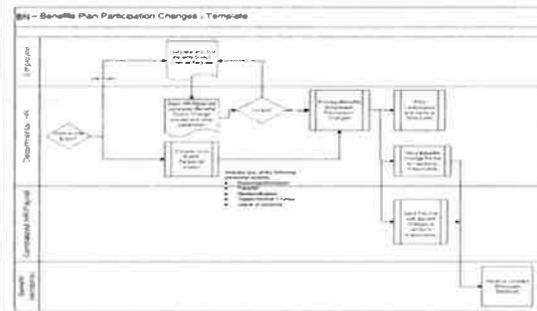
SMCHS responsibilities:

- Participate in Future State Clinical and Business Workflow workshops
- Provide feedback on draft workflows

Estimated Duration:

- 3-4 weeks

Sample Workflow:



Phase I. Assessment and Planning

Task 2. Develop EHR Strategy & Assess Readiness for Change

Objective:

- Understand the current vendor market and available solutions.
- Develop an EHR strategy which will provide a broad vision and direction for the SMCHS EHR.
- Determine what SMCHS needs to do to get ready and to enhance the likelihood of a successful procurement, a successful implementation, and successful operations of a unified EHR solution.

Activities performed by Gartner:

Gartner will perform five steps to develop SMCHS' EHR Strategy and assess SMCHS' readiness for change.

- Step 1: Perform Vendor Market Scan to inform EHR Strategy and RFP process
- Step 2: Identify and Analyze Viable Scenarios for Future State Needs
- Step 3: Conduct Readiness Assessment (Optional)
- Step 4: Create and Document EHR Strategy
- Step 5: Develop Communication and Stakeholder Management Plan

The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.

Gartner Deliverable(s):

- EHR Strategy
- Readiness Assessment
- Vendor Landscape Analysis
- High level communication plan

Key Assumptions

- SMCHS does not currently have an EHR strategy or readiness assessment. If there is already a strategy or assessment, it will be updated as needed.

SMCHS responsibilities:

- Participate in meetings and workshops.
- Participate in development of the EHR Strategy, Readiness Assessment, and Communications Plan.

Estimated Duration:

- 10-12 weeks

Step 1. Perform Vendor Market Scan to Inform EHR Strategy and RFP Process

Objective:

- Provide SMCHS with information regarding the key players in the marketplace
 - Conduct due diligence to demonstrate product fit to future state needs
 - Identify gaps in product suites or functionality

Key Assumptions

- Gartner will leverage its vendor landscape knowledge developed during previous, similar projects.
- Gartner will assess up to 5 core EHR vendors. For SMCHS needs not typically covered by EHR vendors, Gartner will

Phase I. Assessment and Planning

Activities performed by Gartner:

- Based on the input previously received, the Gartner team will document the high level components and modules required and their relative priority for SMCHS.
- Gartner, in conjunction with SMCHS, will identify strategic alternatives. Potential alternatives include:
 - Expand upon a current system to cover all of SMCHS' EHR needs
 - Collaborate with another County and adopt their EHR solution
 - Procure a Commercial Off-the-Shelf (COTS) System
- Gartner will develop an assessment framework to evaluate the fit of potential EHR strategies to meet SMCHS' needs based on the strategic imperatives and business capabilities model. Considerations will include:
 - Relative cost
 - Timing
 - Risk
 - Functionality
- For each strategy to be assessed, we will identify strengths and weaknesses as they relate to meeting SMCHS' needs based on the assessment framework.
- Gartner will develop a draft alternatives assessment and review it with the Steering Committee
- Gartner will refine and finalize the alternatives analysis based on feedback received from the Steering Committee

Gartner Work Product:

- Alternatives Analysis

- The County is open to all viable alternatives and does not currently have a preference.

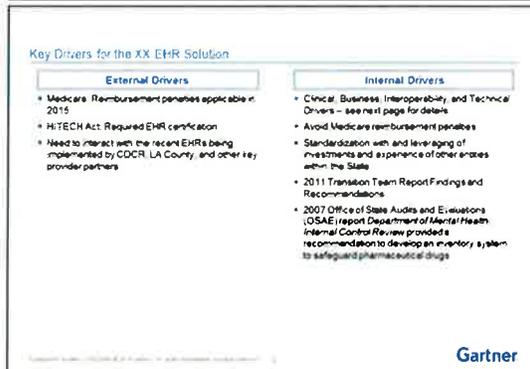
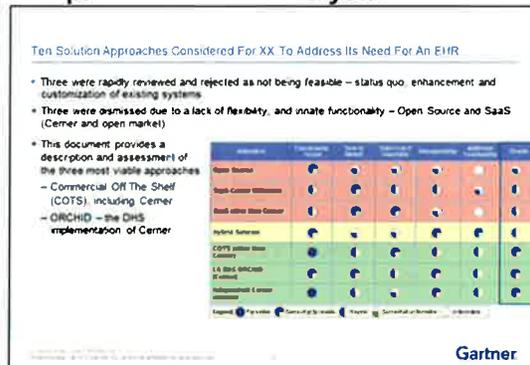
SMCHS responsibilities:

- Assist to identify strategic alternatives.
- Participate in alternatives analysis workshop.

Estimated Duration:

- 4-6 weeks

Sample Alternatives Analysis:



Step 3. Conduct Readiness Assessment

Objective:

- Determine what SMCHS needs to do to get ready and to enhance the likelihood of a successful procurement, a successful implementation, and successful operations of a unified EHR solution.

Key Assumptions

- No readiness assessment has been conducted for EHR.

SMCHS responsibilities:

- Attend the Readiness Review Workshop

Phase I. Assessment and Planning

- Identify pre-requisites, risks and barriers to implementing a unified EHR.

Activities performed by Gartner:

- Based on the input from the current state assessment and gap analysis, Gartner will evaluate SMCHS' readiness to implement an EHR in relation to established criteria. These criteria will be divided into two primary categories:
 - Technical/Application Prerequisites — the EHR cannot exist in isolation, but requires interaction with many other enterprise applications. The focus of the application review is on:
 - The impact on the legacy application infrastructure with which the EHR must interoperate,
 - Whether the foundational applications that are required are in place (e.g., Enterprise Master Person Index (EMPI), core feeder systems (e.g., Lab), CPOE, etc.)
 - Organization/Operational Prerequisites; for example:
 - Executive support, physician and clinician involvement, commitment to process change, etc.
 - Governance — Structure and process for EHR decision making and oversight.
 - Strategy — Alignment of an EHR strategy with business strategy.
 - Culture — The impact of the EHR on the organizational culture and impact of that culture on implementation and use of the EHR.
 - Organizational Change management — Issues related to the effects on established operations and personnel and changes required to achieve desired outcomes and benefits.

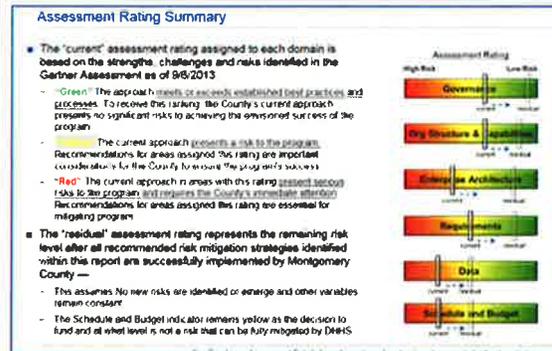
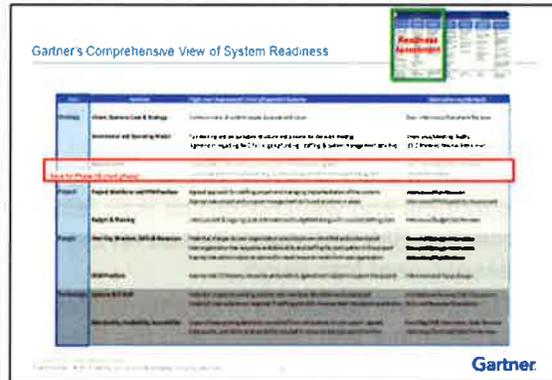
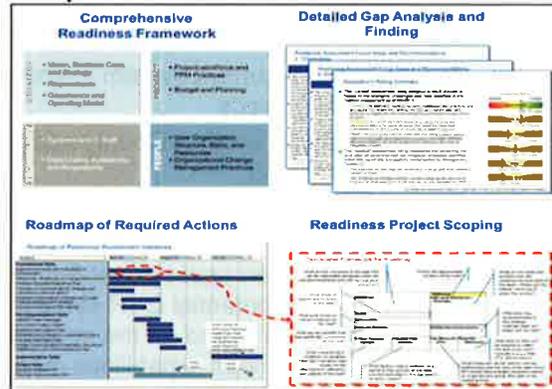
Note: this will include recommendations on how SMCHS can mitigate adoption and acclimatization risks through phasing/sequencing the solution roll-out.
 - Performance improvement — Opportunities to improve operational performance and attain the associated and planned benefits.

- Review and provide feedback into the Readiness Review Report

Estimated Duration:

- 4-6 weeks

Sample Readiness Assessment:



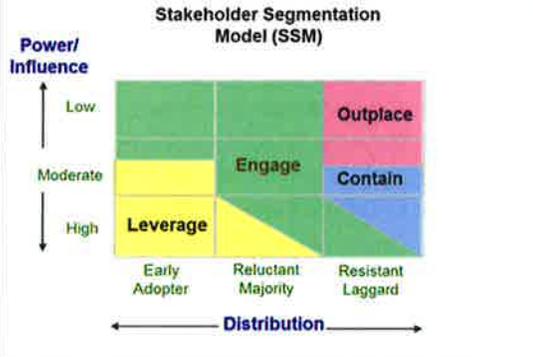
Phase I. Assessment and Planning	
<ul style="list-style-type: none"> ■ Gartner will develop a set of recommendations to address any shortcomings in readiness identified in the readiness assessment ■ Gartner will conduct a one-day workshop with the core SMCHS team to review the assessment of SMCHS readiness using the structured methodology and assessment criteria <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Readiness Assessment Report, including Action Plan and Roadmap 	
Step 4. Create and Document EHR Strategy	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Develop guiding principles and strategic imperatives for EHR. ■ Develop an EHR strategy which will provide a broad vision and direction for the SMCHS EHR. ■ Ensure stakeholder agreement to the EHR Strategy. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Build out EHR Strategic Plan identified in alternatives analysis <ul style="list-style-type: none"> □ Develop an overall document which describes the scope and strategy for: <ul style="list-style-type: none"> – Scope Statement – a clear and agreed upon statement of the scope for the EHR implementation, including a common understanding of the core solution components and initial phasing – Core EHR components (e.g., inpatient, outpatient and custodial clinical systems for medical and behavioral health, ancillary department systems, mobile health applications, billing and patient account and practice management systems, Computerized Physician Order Entry (CPOE), Consumer Personal Health Record, etc.) – Related EHR components SMCHS desires to integrate (e.g. case management systems, field-based encounter documentation systems, public health and family health state reporting systems) 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ SMCHS does not currently have an EHR strategy. If there is already a strategy in place, it will be refined and updated. ■ SMCHS will communicate its EHR strategy to stakeholders in order to obtain stakeholder agreement. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in meetings and workshops ■ Provide facilities and logistics for workshops <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 3-4 weeks

Phase I. Assessment and Planning	
<ul style="list-style-type: none"> – Degree of coupling across the system (e.g., consolidated or linked clinical repository, standardized vocabularies, standardized clinical process) – Concept of operations (implementation approach, hosting and support approach, maintenance and enhancement approaches, etc.) – Information Management standards – Financing (shared or allocated costs, organizational resources) – Overall governance structure ■ Conduct 1-2 half day EHR strategy workshops to refine and finalize the EHR Strategy ■ Develop an EHR strategy presentation(s) to communicate the EHR strategy to the Steering Committee and stakeholders. ■ Present the EHR strategy to the EHR Steering Committee and support SMCHS in up to four additional strategy presentations to SMCHS selected stakeholders. ■ Make any necessary updates to the EHR strategy based on feedback received in the strategy presentations. <p>Gartner Deliverable:</p> <ul style="list-style-type: none"> ■ EHR Strategy 	
Step 5. <i>Develop Communication and Stakeholder Management Plan</i>	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Determine a communication plan to properly prepare stakeholders for the changes and indicate activities and progress. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Gartner OCM methodology includes a multipronged approach that focuses on target audiences: <ul style="list-style-type: none"> □ Leverage strategies – Utilize the support of early adopters to influence acceptance among the reluctant majority. □ Engagement strategies – Accelerate acceptance among the reluctant majority by helping them prepare for the effects of change. □ Containment strategies – Minimize the negative effects of resisters who, because of 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ SMCHS has a method for communicating with each of its stakeholders. ■ These activities can be conducted in conjunction with other activities. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Assist in identifying internal and external stakeholder groups ■ Participate in development of communications plan <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 3-4 weeks <p>Sample High Level Communications Plan:</p>

Phase I. Assessment and Planning

their unique skills, still contribute in an important way.

- ❑ Outplacement strategies – Identify destructive behaviors and correct, contain or remove them early enough to prevent serious undermining of objectives.
- Gartner will conduct a full assessment of the impact on the full array of stakeholders.
 - ❑ Gartner is expert in understanding how new information systems will affect users and those who are expected to benefit from the changes and business process developments the system enables.
 - ❑ This would include both internal communications with SMCHS and also external communications about how the new EHR will support and inform the public and other stakeholders.
 - ❑ Any planning process for communications should be integrated with an overall work plan to ensure that communications and training efforts are synchronized with project implementation and development.
- Gartner's expertise in managing IT program and project developments will be informed by our recognition that the SMCHS' system development ambitions include mission critical and also politically sensitive business areas.
- Ensuring that advanced technology development becomes tomorrow's innovation and not today's negative headlines is one of Gartner's key points of focus for SMCHS.
- Gartner will package these considerations and discussions into a High Level Communications Plan



Gartner Deliverable(s):

- High Level Communications Plan

Task 3. Develop EHR Requirements

Objective:

- Develop a set of detailed functional, technical and implementation requirements for inclusion in procurement and evaluation documents.

Activities performed by Gartner:

Gartner will perform five steps to develop the EHR requirements.

Key Assumptions

- Requirements will initially be made using industry standards and then supplemented by requirements to meet SMCHS specific scenarios.

SMCHS responsibilities:

- Participate in requirements workshops.

Phase I. Assessment and Planning	
<ul style="list-style-type: none"> ■ Step 1: Compile Industry Best Practice Functional and Non-Functional Requirements ■ Step 2: Develop use cases for differentiating clinical and business workflows ■ Step 3: Develop SMCHS specific requirements for differentiating clinical and business use cases ■ Step 4: Prioritize Requirements ■ Step 5: Document Information Flows to other Systems <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p>Gartner Work Product:</p> <ul style="list-style-type: none"> ■ Use Cases for Differentiating Future Clinical and Business Workflows <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Master Set of Prioritized Requirements ■ Information Management Plan 	<p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 2 months
<p>Step 1. <i>Compile Industry Best Practice Functional and Non-Functional Requirements</i></p>	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Leverage Gartner's knowledge of industry standards and requirements developed in other projects to create an initial base of Industry Best Practice requirements. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Gartner will use its proprietary repository of EHR functional and non-functional requirements to create a draft set of standard requirements. In addition to specific clinical EHR requirements, Gartner will also use its proprietary repository of public health and social services requirements to enhance the draft set of requirements. In doing this, Gartner will consider the following: <ul style="list-style-type: none"> □ Industry standard requirements (e.g., CCHIT, MU standards, & etc.) □ All State, federal, licensure and accreditation needs across all SMCHS divisions as well as requirements to benefit from current and upcoming incentive payments. 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ Any requirements that SMCHS previously developed will be provided to Gartner for incorporation at Gartner's discretion. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in requirements and use case workshops. ■ Provide any relevant SMCHS technical and implementation standards <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 2 weeks

Phase I. Assessment and Planning

- ❑ Any SMCHS technical and implementation standards
 - Gartner will gather these from SMCHS
- Gartner will review and refine the draft requirements with the appropriate working groups.

Gartner Work Product:

- Standard Requirements

Sample Requirements:

EHR Functional Requirements		
Category	Requirement #	Requirement Description
Use Case Based Requirements		
System	R-1	The system shall provide the functionally described within both the Requirements traceability document and the complete set of system Use Cases.
	R-2	The system shall contain the functionally necessary to process and record a change of employee benefits to Personal actions including, but not limited to: promotion/ demotion, transfer, reclassification, organizational change, or a leave of absence.
	R-3	The system shall provide the functionality to record a reason code as to why a change has been made.
	R-4	The system shall track the date, time, and name of the person who processes a benefit-affecting work event or personnel action in the system.
	R-5	The system shall provide a confirmation notice to both Department staff as well as the Employee once a change has been processed in the system.
	R-6	The system shall provide the functionality necessary for both printing and electronic transmission (approval) of the confirmation notice.
	R-7	The system shall provide the functionality for Central Payroll Staff to generate and send a Flat File detailing benefit changes to external Vendors.
	R-8	The system shall have a Graphical User Interface or Front-end User Portal so that employees are able to enter the Benefits Status Change Request directly into the system, have it routed correctly, and retained by HR within the system.
	R-9	
	R-10	Optional: If the Benefits Status Change Request is completed within the system the system shall provide the workflow functionality necessary for the Employee to be notified, the form routed appropriately, and the employee able to modify/ correct the form and re-submit it to the appropriate recipient.

Step 2. Develop Use Cases for Differentiating Clinical and Business Workflows

Objective:

- Create use cases for previously documented differentiating future clinical and business workflows.

Activities performed by Gartner:

- Gartner will validate that the previously documented differentiating future clinical and business workflows and the rationale for those workflows are still the appropriate differentiating/unique workflows to SMCHS' environment.
- For each of the differentiating workflows, Gartner will develop a draft use case to describe the user's interactions with the System.
- Gartner will then conduct Future State Use Case Workshops to refine the draft use cases. These will be a facilitated and interactive discussion format with Gartner's project team members. Participants will review and discuss each use case scenario, and actively contribute edits and additional content during the meetings. Gartner will capture all updates and outstanding open

Key Assumptions

- Gartner will conduct up to eight full day use case workshops – directly aligning with the workflow workshops described above

SMCHS responsibilities:

- Attend and participate actively in meetings, interviews and workshops
- Provide Future-State Use Case comments and feedback

Estimated Duration:

- 4-6 weeks

Phase I. Assessment and Planning

issues (e.g., policy issues, etc.) coming out of these discussions.

- ❑ The Goal of the Use Case Workshops is to accurately describe the future-state user experience through the inclusion of modern technology capabilities and any adjustments made to processes during the Future-State Business Process workshops.
- ❑ Use cases are descriptive of the “conversation” that takes place between a business user and their tools, technologies, and peers in a Digital Business era. The user typically indicates a selection or decision, and the modern “system” responds.
- ❑ Through detailing future-state system interactions in this manner, present day subject matter experts are more able to accurately describe their functional requirements.
- After each Future-State Use Case workshop, Gartner will make any updates identified in the working session and then provide draft versions of the Future-State Use Cases for distribution to workshop members who participated in the relevant Use Case workshop.
- Gartner will further refine the use cases based on any feedback received

Gartner Work Product:

- Use Cases for Differentiating Future Clinical and Business Workflows

Sample Use Case:



Step 3. *Develop SMCHS specific requirements for differentiating clinical and business use cases*

Objective:

- Create requirements based on the use cases for differentiating future clinical and business workflows.

Activities performed by Gartner:

- Gartner will decompose each use case into its associated functional requirements.
 - ❑ Explicit requirements (i.e., the system shall...) are exposed through the use case process, however, Gartner’s experience deriving functional requirements has shown that a second layer of implicit requirements

Key Assumptions

- Gartner will conduct up to eleven requirements workshops – directly aligning with the use case and workflow workshops described above

SMCHS responsibilities:

- Attend and participate actively in meetings, interviews and workshops
- Provide requirements comments and feedback

Estimated Duration:

Phase I. Assessment and Planning	
<p>must also be pulled from “between-the-lines” of each use case and activity to fully describe the functionality needed by a new system.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Using a multi-level approach, Gartner will define requirements in the context of the SMCHS’ workflows to ensure thoroughness and promote traceability from the Requirement, back through the use case(s), to the identified critical workflows. ■ Gartner will facilitate the workshops to review the Functional Requirements (drafted ahead of each workshop session). <ul style="list-style-type: none"> <input type="checkbox"/> The Goal of the Requirement Workshops is to familiarize the SMEs with the requirements being drawn from the Use Cases, and gather an initial set of feedback. <input type="checkbox"/> Participants will review the requirements drawn from each differentiating Future-State Use Case, and actively contribute edits and additional content during the meetings. Gartner will capture all updates coming out of these discussions. ■ Gartner will make any updates identified in the Requirements Workshops and then provide draft versions of the Requirements for distribution to workshop members who participated in the relevant Use Case and Requirements workshops. ■ Gartner will further refine and finalize the requirements based on the feedback received. <p>Gartner Work Product:</p> <ul style="list-style-type: none"> ■ Requirements for differentiating workflows 	<ul style="list-style-type: none"> ■ 2 weeks
Step 4. Prioritize Requirements	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Organize requirements into the following categories: <ul style="list-style-type: none"> <input type="checkbox"/> Most critical (“must do”) <input type="checkbox"/> Important (“should do”) <input type="checkbox"/> “nice to have” (“might do”) <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Once functional and non-functional requirements have been developed, Gartner will create a draft requirements criticality matrix for all 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ None <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in requirements and use case workshops. <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 1 week

Phase I. Assessment and Planning

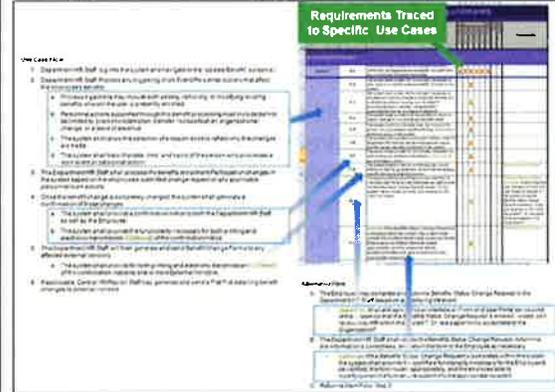
requirements. Requirements will be categorized as follows:

- Most critical (“must do”)
- Important (“should do”)
- “nice to have” (“might do”)
- Gartner will conduct a series of workshops to review the draft requirements “criticality” matrix with the appropriate functional or technical working group.
- In these workshops, Gartner will additionally identify requirements are currently met by SMCHS’ systems
- Gartner will refine and finalize the set of prioritized requirements.
- Gartner will create a requirements traceability matrix for inclusion into the RFP.

Gartner Deliverable(s):

- Master Set of Prioritized Requirements

Sample Prioritized Requirements:



Step 5. Document Information Flows to other Systems

Objective:

- Develop a plan for how the transition to an enterprise EHR platform will not disrupt the flow and management of information with external entities.

Activities performed by Gartner:

- Gartner will gather pertinent documents to review information flow and integration with external services. Gartner will also conduct information management workshops to augment the understanding gained from the document review.
 - Review will include an understanding of the plans for a new enterprise data warehouse and new Health Information Exchange (HIE)
- Gartner will create a high level mapping of the information flow to the various external systems and services.
- Based on our review, Gartner will develop a draft plan to ensure smooth flow of information into and out of a new enterprise EHR system. The plan will focus on data sharing and interoperability to review rework, over-processing or redundancies in a future system.
- Gartner will review and finalize the draft plan with the appropriate SMEs.

Key Assumptions

- Documented plans are available for the future enterprise data warehouse and new HIE.
- This can be done in conjunction with other activities.

SMCHS responsibilities:

- Provide relevant documentation
- Arrange and participate in workshops

Estimated Duration:

- 3-4 weeks

Phase I. Assessment and Planning	
<p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Information Management Plan ■ Visual map of current state and desired state information flows 	
Task 4. Solution Strategy and Roadmap	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Develop an agreed upon approach to conducting a fully compliant, yet expedited effort to evaluate and decide on a preferred solution approach, vendor categories and optimal timeline. Note: given the breadth of SMCHS' needs across all care domains and services provided, it may be possible that the Solution Strategy may include multiple vendors and/or procurement phases. ■ Develop additional implementation plan documents including a preliminary implementation roadmap, financial model, decommissioning plan, etc. to plan a successful implementation. <p>Activities performed by Gartner:</p> <p>Gartner will perform four (4) high level steps to develop SMCHS' solution strategy and roadmap.</p> <ul style="list-style-type: none"> ■ Step 1: Develop Procurement Approach/Plan for Hardware, Software & Services ■ Step 2: Create Preliminary Implementation, Phasing and Support Roadmap ■ Step 3: Create Decommissioning Strategy and Roadmap for Current Systems, including data archiving approach/plan ■ Step 4: Develop Financial Model, including budget and staffing estimates ■ Step 5: Create Executive Report <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Acquisition plan/schedule ■ Sequencing plan/schedule ■ Budget Plan ■ Staffing and Support Plan ■ System Decommissioning Plans 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ SMCHS is willing to consider all viable solution strategies. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in all meetings, interviews, workshops, etc. ■ Provide requested documentation and information. <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 8-10 weeks

Phase I. Assessment and Planning

Step 1. *Develop Procurement Approach/Plan for Hardware, Software & Services*

Objective:

- Develop an agreed upon approach to conducting a fully compliant, yet expedited effort to evaluate and decide on a preferred solution, vendor and optimal timeline.

Activities performed by Gartner:

- Clearly identify what solution components need to be procured, e.g.:
 - Software
 - Network and Infrastructure
 - Implementation Services
 - Hosting services (on premise, SaaS, etc.)
 - Maintenance and operations support services
- Develop a set of alternatives and a framework for assessing those alternatives including:
 - What components should be bundled together and what should be acquired independently
 - What Procurement Vehicles are most appropriate, e.g.
 - Request for Information (RFI)
 - Request for Qualifications (RFQ)
 - Master Service Agreement/Contract
 - Single or Multiple Request for Proposal (RFP)
- Develop a high level procurement approach and plan, based on results of the alternatives analysis.
- Review and finalize the procurement approach and plan in a one-half day validation workshop
- Update procurement approach and plan based on feedback received.

Gartner Deliverable(s):

- Acquisition plan/schedule

Key Assumptions

- SMCHS prefers a hosted solution from the EHR vendor.

SMCHS responsibilities:

- Attend the Alternatives Analysis Workshops
- Review and provide feedback into the procurement approach

Estimated Duration:

- 1-2 weeks

Sample Procurement Approach:

Time to get a successful solution into Productive Use

- Getting to Productive Use of a solution includes the following activities:
 - Developing solution requirements
 - Selecting a solution (sole source vs. competitive procurement)
 - Contracting process (leverage existing agreements vs. negotiate new terms)
 - Time to design, develop and test (leverage existing build vs. doing own design and development)
 - Time to deploy the solution (leverage existing approach and artifacts vs. create new deployment plans)
- There are significant differences between the three alternatives for each of these steps
- Typically the LA County procurement cycle for IT solutions of similar complexity is 1½ to 3 years
- Leveraging existing contracts or solutions will significantly shorten the contracting, design and implementation process.

Activity	Alternative 1	Alternative 2	Alternative 3
Requirements	4-6	8-10	10-12
Contract	2-4	1-2	0-8
Design	8-12	1-2	0-2

Timeline Diagram:

- **Current path:** 18-24 months
- **Alternative 1:** 11-18 months
- **Alternative 2:** 11-18 months

Legend:

- Contract
- Design
- Requirements
- Deployment

Gartner

Phase I. Assessment and Planning	
Step 2. Create Preliminary Implementation, Phasing and Support Roadmap	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Develop a preliminary implementation roadmap that indicates the sequence of implementation events based on the procurement approach. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Develop a detailed implementation roadmap, based on selected procurement approach and aligned with key dependencies — time, cost, staffing and capabilities — focusing on both in- and out-sourcing alternatives — and the critical sequencing necessary ■ Develop high level plan for the procurement(s) which identifies: <ul style="list-style-type: none"> <input type="checkbox"/> Key elements <input type="checkbox"/> Tasks and timing <input type="checkbox"/> Dependencies ■ Review and finalize the implementation roadmap in a one-half day validation workshop ■ Prepare detailed implementation roadmap to achieve procurement strategy. <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Sequencing plan/schedule 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ Implementation roadmap is preliminary and will change as implementation progresses. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Attend the roadmap review workshops ■ Review and provide feedback into the implementation roadmap <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 1-2 weeks <p>Sample Sequencing plan/schedule:</p> <div style="border: 1px solid black; padding: 5px;"> <p>The Gartner team developed a five-year roadmap outlining the various tasks and timelines to implement the solution</p> <p style="text-align: right;">Gartner</p> </div>
Step 3. Create Decommissioning Roadmap for Current Systems	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Develop a plan for decommissioning current systems once a new EHR system is in place. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Gartner will review legacy systems, data, maintenance and support contracts, etc. This will be done through the following activities: <ul style="list-style-type: none"> <input type="checkbox"/> Request and review all pertinent documentation <input type="checkbox"/> Conduct interviews and meetings to identify legacy systems, data, maintenance and support contracts, obstacles, and timing 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ Documentation regarding legacy systems is readily available. ■ These activities can be done in conjunction with other planning activities. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in interviews and review sessions ■ Provide relevant documentation and information <p>Estimated Duration:</p>

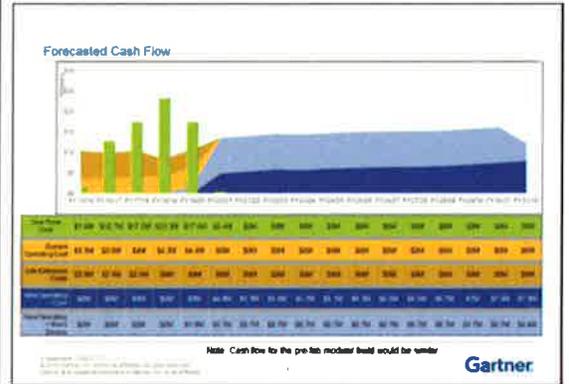
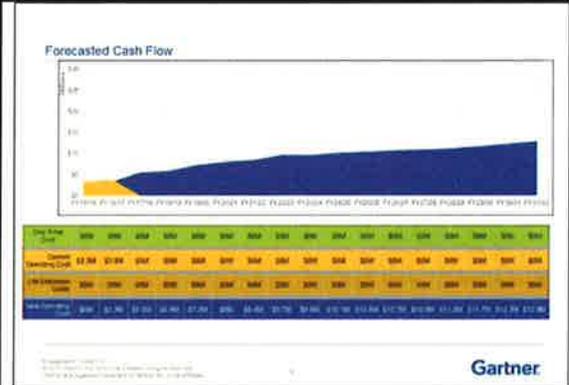
Phase I. Assessment and Planning	
<ul style="list-style-type: none"> ■ Gartner will work with the SMCHS SME's to determine which legacy system will be retained vs. retired. For retained systems, Gartner would outline- at a high level- how these systems will interface or integrate with the new EHR system. For systems to be retired, Gartner will identify high level timing/sequencing of the retirements and define a high level data archiving/conversion approach along with budgetary resource/costs estimates for the retirement/archiving effort. ■ Gartner will create a draft approach for decommissioning legacy systems including a detailed Decommissioning Roadmap based on contracts, data dependencies, etc. ■ Gartner will review the draft approach with appropriate SMCHS SMEs ■ Gartner will refine and finalize the Decommissioning plan <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ System Decommissioning Plan 	<ul style="list-style-type: none"> ■ 2-3 weeks
Step 4. Develop Financial Model, including budget and staffing estimates	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Determine financial and staffing plans to estimate budget and staffing requirements during implementation. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Gartner will use the high level cost estimates developed in the EHR strategy alternatives analysis, as well as the implementation roadmap to estimate budget and staffing needs for the duration of the implementation. □ Budget will include spending forecasts for both the current platforms as well as the new EHR environment, phasing out the current costs as the new environment is phased in. □ Staffing estimate will include both staffing for the core project team as well as associated committees and teams (working groups, oversight committee, etc.). □ Gartner will also indicate where SMCHS should consider vendors for staff augmentation. 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ These activities can be done in conjunction with other planning activities. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Provide financial and staffing information necessary to develop estimates ■ Review and provide feedback on draft budget and staffing forecasts <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 3-4 weeks <p>Sample Financial Models:</p>

Phase I. Assessment and Planning

- Gartner will develop a draft financial model with budget and staffing estimates by doing the following:
 - Gather relevant current cost and staffing information not previously gathered. This will likely include one to two interviews with key budget staff to understand how to appropriately estimate cost and staffing.
 - Validate estimates against our industry expertise and best practices to ensure they are inline.
- Gartner will conduct a review workshop to discuss and refine the financial model with SMCHS.
- Gartner will update the financial model based on feedback received in the review session.
- Gartner will produce an analysis that indicates the ROI benefit of the new EHR strategy and include it in the Budget Plan.

Gartner Deliverable(s):

- Budget Plan
- Staffing and Support Plan



Step 5. Create Executive Report

Objective:

- Develop a report for the Board of Supervisors around the procurement and implementation plans including timeline, budget, staffing, etc.

Activities performed by Gartner:

- Gartner will combine previously developed content into an executive report for the Board of Supervisors. Inputs will include:
 - EHR Strategy
 - Budget plan
 - Staffing and Support plan
 - Readiness Assessment
 - Acquisition plan/schedule
 - Sequencing plan/schedule
 - Vendor Landscape Analysis
- Gartner will produce an executive summary of these deliverables that provided a concise understanding of the business case, project goals, objectives, timeline and budget.

Key Assumptions

- SMCHS will present an executive summary to the Board of Supervisors before proceeding with the procurement

SMCHS responsibilities:

- Attend review workshop and provide feedback on executive summary
- Present executive summary to the Board

Estimated Duration:

- 1-2 weeks

Phase I. Assessment and Planning

- Gartner will review the executive summary with the Steering Committee.
- Gartner will update the executive summary based on feedback received from the Steering Committee.
- The final Executive Report will consist of the summary with the other deliverables as appendices.
- Gartner will support SMCHS in presenting the executive summary to the Board of Supervisors.

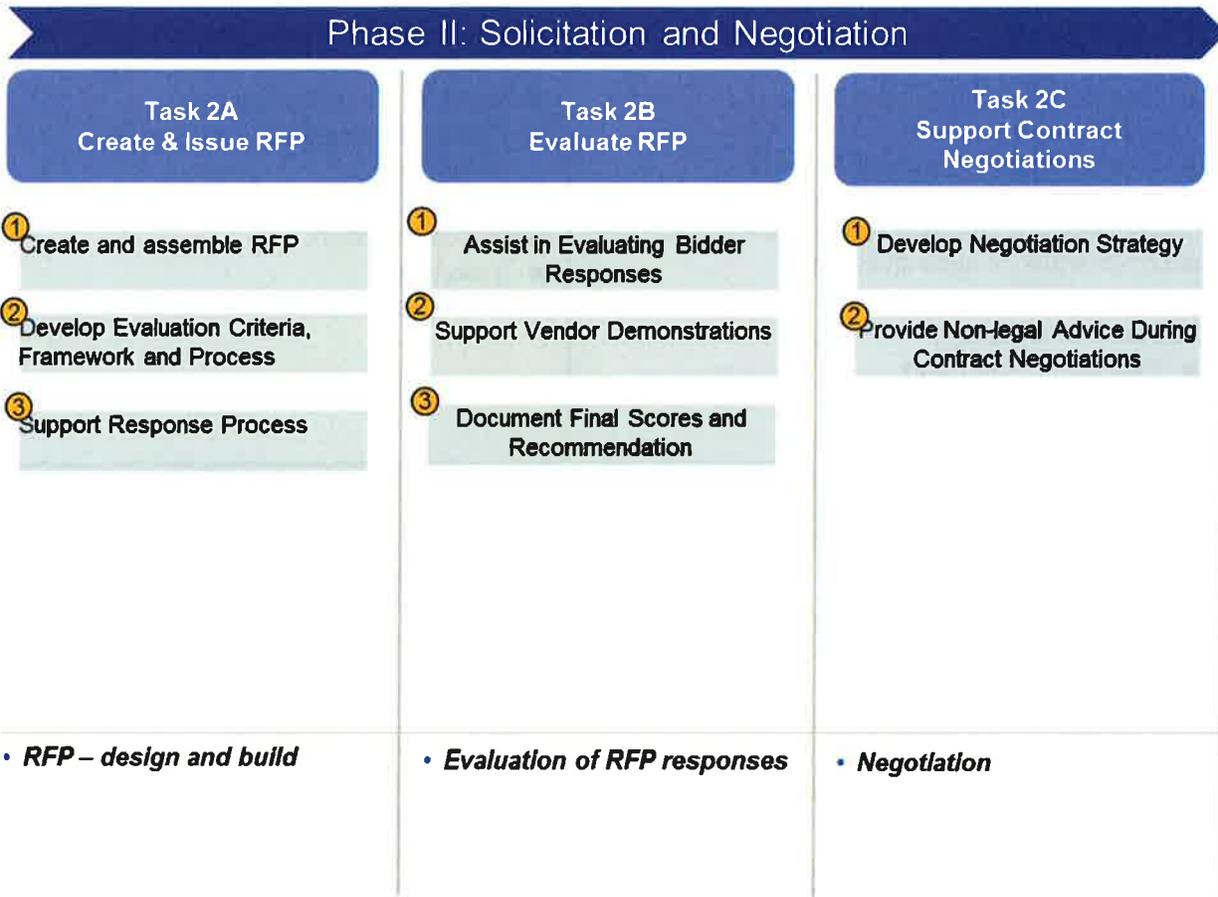
Gartner Work Product:

- Executive Report

1.4 Phase 2: Solicitation and Negotiation

Gartner will follow the methodologies discussed above to assist San Mateo in procuring a new EHR system. The tasks and steps necessary to accomplish this are outlined in the figure below and detailed in the table.

Figure 4. Overview of Phase II Approach



Phase II. Solicitation and Negotiation	
Task 1. Create & Issue RFP	
Objective: <ul style="list-style-type: none"> ■ Develop relevant documents and framework to create a SMCHS Request for Proposal (RFP) for an Enterprise Electronic Health Record (EHR) to cover all SMCHS needs. ■ Develop relevant documents to be used for the procurement of the preferred EHR vendor. 	Key Assumptions <ul style="list-style-type: none"> ■ SMCHS has standard RFP templates and processes negotiation ■ There will be one RFP for the core EHR solution. Potential additional RFPs for EHR related functionality not covered by traditional EHR vendors are not in scope if they require separate procurements.

Phase II. Solicitation and Negotiation	
<ul style="list-style-type: none"> ■ Conduct a transparent and defensible procurement process. <p>Activities performed by Gartner: Gartner will perform three high-level steps to create and issue the RFP.</p> <ul style="list-style-type: none"> ■ Step 1: Create and assemble RFP ■ Step 2: Develop Evaluation Criteria, Framework and Process ■ Step 3: Support Response Process <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Evaluation Framework ■ RFP 	<p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Provide RFP document framework ■ Provide direction for information requirements ■ Review and integrate information provided into the RFP documents as needed ■ Issue RFP(s) to the market ■ Prepare for and lead vendor briefing session(s) <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 3 months
Step 1. Create and assemble RFP	
<p>Objective:</p> <ul style="list-style-type: none"> ■ Develop understanding of SMCHS' current state, pain points and improvement opportunities. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Gartner will support SMCHS to develop Requests for Proposals (RFPs) for up to three sets of products/services: <ul style="list-style-type: none"> □ EHR Software □ Design/Development/Integration (DDI) Services □ Hosting Services ■ Gartner will provide content for the RFP document(s) (the actual RFP format and structure will be provided by SMCHS) which will include at least: <ul style="list-style-type: none"> □ Background and Objectives □ Scope □ Technical Requirements □ Demonstration Scripts □ Statement of Work and Implementation requirements □ Service Level and Maintenance & Operational requirements □ Cost response workbook 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ SMCHS has standard RFP templates. ■ SMCHS reviews are done in a timeline manner. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Provide RFP document framework ■ Provide direction for information requirements ■ Review and integrate information provided into the RFP documents as needed ■ Issue RFP(s) to the market <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 5-6 weeks

Phase II. Solicitation and Negotiation

- Attachments such as a Procurement Library and Terms and Conditions (T&Cs)
- Gartner will review the draft sections (and the overall document) with the SMCHS project team, legal, procurement, and Steering Committee
- Gartner will update the document(s) to incorporate all input provided by SMCHS stakeholders
- Gartner will support SMCHS to release the RFP document(s)

Gartner Deliverable(s):

- RFP

Step 2. *Develop Evaluation Criteria, Framework and Process*

Assumptions and Client Responsibilities

Objective:

- Determine evaluation criteria and framework for evaluating vendor response.
- Form evaluation team.

Activities performed by Gartner:

- Gartner will support SMCHS to develop evaluation frameworks for up to three sets of products/services:
 - EHR Software
 - Design/Development/Integration (DDI) Services
 - Hosting Services
- Gartner will facilitate a series of workshops (up to five) to develop the evaluation framework for each product/service based on the level of detail required for SMCHS.
- Based on the workshops, Gartner will provide SMCHS with an evaluation presentation that describes both the evaluation process as well as the criteria and their weightings.
- Gartner will also assist SMCHS in determine the approach evaluation team by providing insight into best practices for team members and size.
- Gartner will develop and deliver materials to ensure fair, open and structured evaluation including:
 - Proposal Evaluation Tools
 - Reference questionnaires and templates
 - Scoring sheets

Key Assumptions

- These tasks can be done in conjunction with the RFP development

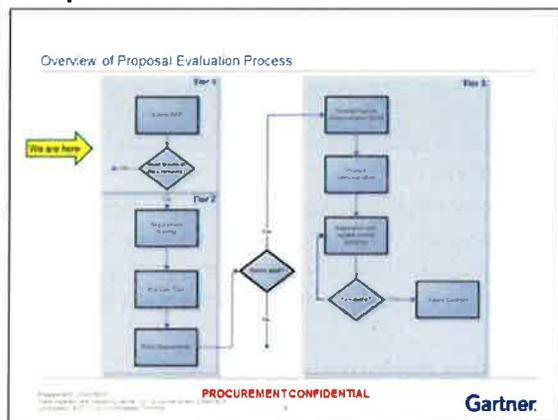
SMCHS responsibilities:

- Identify and assign members of the Evaluation Team
- Participate in evaluation framework workshops

Estimated Duration:

- 5-6 weeks

Sample Evaluation Criteria:



Phase II. Solicitation and Negotiation

- We will provide training to the evaluation team on how to use these tools to conduct a rigorous, disciplined, and defensible evaluation process.

Gartner Deliverable:

- Evaluation Framework

Filter 1: Evaluation Criteria and Framework

Criteria	Weight	Sub-Criteria	Weight	Description
Cost	20%	Location	10%	Does Resolution of the data center cost any significant portion of budget?
		# of facilities	10%	How well does the facility system protect their operations age and process network?
		Service level	30%	How long is it before a vendor will be able to provide the service to meet 24/7/365?
		Operational	60%	What is the staffing levels, policies, and procedures, and how is work managed?
Performance	20%	Network capacity	20%	What is the available network of available capacity?
		Application latency	2%	What is the available network of application network?
		Offsite backup	20%	What is the available network of offsite backup and restore capabilities?
		Physical Storage	10%	What is the available network of storage?
		Virtual Storage	1%	What is the available network of virtual storage through the network?
		Other Services	10%	Are there any other services that is available at the site?
Compliance	20%	Compliance	20%	What is the available network of compliance services in CA County?
		Compliance (General)	20%	How well does the vendor comply with the compliance services in the RFP?
Security	20%	SLA	20%	What is the available network of SLA?
		SLA	20%	What is the available network of SLA?
Support	10%	Service	10%	How quickly is the vendor to respond to the County's data center within the additional services required?
		Process	10%	How quickly is the vendor to respond to the County's data center?
Risk	20%	Third-Party Provider	10%	How quickly is the vendor to respond to the County's data center?
		Operational Cost	10%	What is the available network of operational cost?

Step 3. Support Response Process

Assumptions and Client Responsibilities

Objective:

- Provide support to SMCHS during the RFP response time, especially for the bidder conference and question responses.

Key Assumptions

- SMCHS will conduct a vendor briefing session(s).

Activities performed by Gartner:

- Gartner will support SMCHS to prepare for and conduct vendor briefing session(s)
- Gartner will support SMCHS in responding to questions regarding the RFP while it is release.
- We will also provide support for additional issues that may arise regarding the RFP during the response time.

SMCHS responsibilities:

- Prepare for and lead vendor briefing session(s)
- Respond to questions

Estimated Duration:

- 5-6 weeks

Gartner Work Product:

- Question Answers

Task 2. Evaluate RFP

Objective:

- Select the best value vendor(s) and service(s) using an open and transparent process which complies with all regulations and guidelines and yields the best possible approach for SMCHS

Key Assumptions

- Gartner will only provide facilitation and advisory services to the evaluation process for up to three proposals.
- SMCHS will lead vendor interactions.

Activities performed by Gartner:

Gartner will perform three (3) high level steps to evaluate the vendor responses.

- Step 1: Assist in Evaluating Bidder Responses
- Step 2: Support Vendor Demonstrations

SMCHS responsibilities:

- Read, evaluate, and score vendor responses
- Participate in development and presentation of the Evaluation and Recommendations report

Phase II. Solicitation and Negotiation

■ **Step 3: Document Final Scores and Recommendation**
 The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.

Gartner Deliverable(s):

- Demonstration Scripts
- Evaluation of RFP responses

- Provide sponsorship in the request to the vendors for demonstrations of their products.
- Attend the demonstrations and actively record impressions, and evaluation scores

Estimated Duration:

- 2 months

Step 1. Assist in Evaluating Responses

Assumptions and Client Responsibilities

Objective:

- Conduct evaluation of vendor responses.

Activities performed by Gartner:

- Gartner will assist SMCHS to appropriately align vendor product suite to SMCHS current and future needs
- Gartner will provide support to the evaluation teams as they conduct their evaluations, including (but not limited to) such items as:
 - Aggregating Evaluation Team scores
 - Supporting the review of Proposer responses to mandatory requirements
 - Advising on interpretation of vendor responses
 - Articulating clarifications required from vendors
 - Aggregating scores
 - Facilitating evaluation workshops for the Evaluation Teams
- Based on the response evaluations, a select set of vendors will be selected for system demonstrations.

Key Assumptions

- Gartner will only provide facilitation and advisory services to the evaluation process.

SMCHS responsibilities:

- Participate in training and overview sessions
- Read, evaluate, and score vendor responses
- Actively participate in the Evaluation workshop(s) and provide feedback as to impressions, gaps, evaluation, and stack ranking
- Participate in development and presentation of the Evaluation and Recommendations report

Estimated Duration:

- 3-4 weeks

Sample Bidder Evaluation:

Evaluation Results					
Overall scores for both vendors:					
Scoring Categories	Weights for each Sub-Section to equal 100%	Star/Global Ratings	Points Available	Points Earned	Score
2.1 Personnel Experience	10.0%	4.0/5.0	40.00	36.00	90.00
2.2 Staff Qualifications	10.0%	4.0/5.0	40.00	36.00	90.00
Total for Experience	20.0%	4.0/5.0	80.00	72.00	90.00
3.0 Technical	50.0%	4.0/5.0	200.00	174.48	87.24
3.1 Hardware	20.0%	4.0/5.0	80.00	72.00	90.00
3.2 Software	10.0%	4.0/5.0	40.00	36.00	90.00
3.3 Implementation	20.0%	4.0/5.0	80.00	72.00	90.00
3.4 Technical	10.0%	4.0/5.0	40.00	36.00	90.00
3.5 Non-IT	10.0%	4.0/5.0	40.00	36.00	90.00
3.6 Business	10.0%	4.0/5.0	40.00	36.00	90.00
3.7 Training, BBO	10.0%	4.0/5.0	40.00	36.00	90.00
3.8 Other	10.0%	4.0/5.0	40.00	36.00	90.00
3.9 Security	10.0%	4.0/5.0	40.00	36.00	90.00
Total for Technical	50.0%	4.0/5.0	200.00	174.48	87.24
4.0 Cost	50.0%	4.0/5.0	200.00	174.48	87.24
4.1 Labor Cost	10.0%	4.0/5.0	40.00	36.00	90.00
4.2 Material Expense	10.0%	4.0/5.0	40.00	36.00	90.00
4.3 Other Expenses	10.0%	4.0/5.0	40.00	36.00	90.00
4.4 Total Bidder Evaluation	100.0%	4.0/5.0	400.00	346.48	86.62
TOTAL	100.0%	4.0/5.0	1000	744	86.62

Phase II. Solicitation and Negotiation	
Step 2. Support Vendor Demonstrations	Assumptions and Client Responsibilities
<p>Objective:</p> <ul style="list-style-type: none"> ■ See and evaluation the actual vendor systems. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ In addition to paper based review and scoring, Gartner will support on-site vendor meetings which include demonstration scripts, general presentation, and question and answer sessions (as appropriate and necessary) ■ Gartner will develop a set of vendor demonstration scripts ■ These will include structured demonstrations using the demonstration scripts developed in the prior step <p>Gartner Deliverable:</p> <ul style="list-style-type: none"> ■ Demonstration Scripts 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ Demonstrations will only be done for a select set of vendors. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Provide sponsorship in the request to the vendors for demonstrations of their products. ■ Review draft vendor demonstration scripts ■ Arrange for demonstration logistics and provide technical and other facilities necessary ■ Attend the demonstrations and actively record impressions, and evaluation scores. <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 3-4 weeks
Step 3. Document Final Scores and Recommendation	Assumptions and Client Responsibilities
<p>Objective:</p> <ul style="list-style-type: none"> ■ Arrive at a decision on the best-value vendor proposal with whom SMCHS will enter into negotiations <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Based on the vendor evaluation decisions, Gartner will develop a draft report which describes the process undertaken, the evaluation outcomes, and the vendors and products recommended by the evaluation teams ■ Gartner will review the draft with the evaluation team ■ Gartner will update the report based on the feedback received in the review session. ■ Gartner will assist SMCHS in presenting the report to the Board of Supervisors for final approval <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ Evaluation of RFP responses 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ SMCHS will present their evaluation and recommendation to the Chief of the Health System for approval to enter into negotiations <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Participate in report review ■ Present report to Chief of the Health System <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 1-2 weeks

Phase II. Solicitation and Negotiation

Task 3. Support Contract Negotiations

Objective:

- Come to negotiated agreement with vendors to complete the acquisition process

Activities performed by Gartner:

Gartner will perform two high level steps to support SMCHS' contract negotiations.

- Step 1: Develop Negotiation Strategy
- Step 2: Provide Non-legal Advice During Contract Negotiations

The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.

Gartner Deliverable(s):

- Negotiation Strategy
- Negotiation

Key Assumptions

- Gartner is not an attorney and cannot provide legal advice

SMCHS responsibilities:

- Lead Negotiation process and negotiation sessions
- Direct Gartner reviews and participation in negotiation process

Estimated Duration:

- 3 months

Step 1. Develop Negotiation Strategy

Assumptions and Client Responsibilities

Objective:

- Determine a strategy for negotiation prior to engaging the vendor.

Activities performed by Gartner:

- Develop a draft negotiation strategy, including:
 - High-level approach
 - Negotiation objectives/desirables
 - Negotiations Governance Model
 - Role, responsibilities and decision authority
 - Risks around terms, conditions and service-level agreements
 - Specific negotiation positions
 - Execution Plan (tasks, resources, dependencies, escalation plan)
 - Negotiation Guidelines
- Conduct a workshop with the negotiation team to review the strategy.
- Update the negotiation strategy based on feedback received.

Gartner Deliverable:

Key Assumptions

- SMCHS will lead the contract negotiations.

SMCHS responsibilities:

- Participate in negotiation strategy workshop and provide feedback

Estimated Duration:

- 1-2 weeks

Phase II. Solicitation and Negotiation	
<ul style="list-style-type: none"> ■ Negotiation Strategy 	
Step 2. Provide Non-legal Advice During Contract Negotiations	Assumptions and Client Responsibilities
<p>Objective:</p> <ul style="list-style-type: none"> ■ Develop understanding of SMCHS' current state, pain points and improvement opportunities. <p>Activities performed by Gartner:</p> <ul style="list-style-type: none"> ■ Gartner will assist the SMCHS negotiation team through such activities as: <ul style="list-style-type: none"> □ Facilitating discussions and evaluations of vendor proposals and provisions □ Reviewing terms and conditions to highlight any potential technical, organizational, or financial risks □ provide subject matter expertise to address any technical or business issues during the negotiations ■ Gartner provides this service through document review and feedback, planned and ad hoc meetings with the SMCHS project team and legal representative, by helping to structure negotiation sessions, and by attending and providing input at negotiation sessions (at SMCHS' request) <p>Gartner Deliverable(s):</p> <ul style="list-style-type: none"> ■ N/A 	<p>Key Assumptions</p> <ul style="list-style-type: none"> ■ Gartner is not an attorney and cannot provide legal advice ■ SMCHS will lead the contract negotiations and will directly face off with the vendor negotiating team. ■ Gartner support during the negotiation may be delivered remotely with Gartner resources on site only when specifically needed. <p>SMCHS responsibilities:</p> <ul style="list-style-type: none"> ■ Lead Negotiation process and negotiation sessions ■ Direct Gartner reviews and participation in negotiation process <p>Estimated Duration:</p> <ul style="list-style-type: none"> ■ 12-14 weeks

1.5 Deliverables

1.5.1 Summary of Deliverables

Table 1. Summary of Deliverables

Phase	Deliverable	High Level Description
Phase 1	Task 1: Assess Current State & Future Needs	1. <i>Project Kickoff/Plan</i> 2. <i>Assessment & Gap Analysis</i>
	Task 2: Develop EHR Strategy & Assess Readiness	3. <i>EHR Strategy</i> 4. <i>Readiness Assessment</i> 5. <i>Vendor Landscape Analysis</i> 6. <i>High level communication plan</i>
	Task 3: Develop EHR Requirements	7. <i>Master Set of Prioritized Requirements</i> 8. <i>Information Management Plan</i>
	Task 4: Develop Solution Strategy and Roadmap	9. <i>Acquisition plan/schedule</i> 10. <i>Sequencing plan/schedule</i> 11. <i>System Decommissioning Plans</i> 12. <i>Budget Plan</i> 13. <i>Staffing and Support Plan</i>
Phase 2	Task 1: Create & Issue RFP	14. <i>Evaluation Framework</i> 15. <i>RFP – design and build</i>
	Task 2: Evaluate RFP	16. <i>Demonstration Scripts</i> 17. <i>Evaluation of RFP responses</i>
	Task 3: Support Contract Negotiations	18. <i>Negotiation Strategy</i> 19. <i>Negotiation Support</i>

1.5.2 Deliverable Description

Deliverable	High Level Description	Sample Table of Content
<p>1. Project Kickoff/Plan</p>	<p>This deliverable includes a project kickoff deck and detailed project plan. These will be developed based on the agreed to Statement of Work as well as discussions in three (3) pre-kickoff planning calls with the County project manager to discuss participants, content and logistics of the kick-off meeting. The project kickoff deck will be presented during the project kickoff. It will provide kickoff participants with an understanding of the overall project, including the objectives, scope, schedule, milestones, roles, responsibilities and required resources.</p> <p>The project plan will be a detailed project schedule.</p>	<p>Project Kickoff Deck:</p> <ul style="list-style-type: none"> • Background • Project Objective and Scope • Methodology and Project Task Descriptions • Project Schedule • Project Team <p>The project kickoff deck will be a 10-15 slide PowerPoint deck.</p> <p>The Project Plan will be a project schedule in MS Project.</p>
<p>2. Assessment & Gap Analysis</p>	<p>This deliverable will provide a summary of Gartner's understanding of the County's current and future state needs based on a detailed review of the County's current environment, discussions with the County regarding their future state vision, and an understanding of the County's differentiating workflows.</p> <p>The review of the County's current environment will include the following activities:</p> <ul style="list-style-type: none"> • A detailed review of the County's documentation • Up to forty-five (45) stakeholder interviews (either group or individual) • Up to five (5) focus group discussions • One (1) user satisfaction survey • Up to fifteen (15) high level system demonstrations / walk-throughs • Up to eleven (11) Site visits <p>The development of the County's future state vision will be based on the following activities:</p> <ul style="list-style-type: none"> • Up to two (2) half day visioning workshops • One (1) half day follow up workshop to discussion the draft Business Capability Model 	<ul style="list-style-type: none"> • Current State Assessment <ul style="list-style-type: none"> ○ Overview of Current Environment ○ Strengths ○ Pain Points / Improvement Opportunities • Future State Needs <ul style="list-style-type: none"> ○ Vision ○ Future State Business Capability Model ○ Gaps between current and future state capabilities ○ High Level description of Future State for Differentiating Workflows <p>The Assessment & Gap Analysis will be a 40-50 page Word document that will be summarized into a 10-15 slide PowerPoint deck.</p>

	<p>The documentation of the County's differentiating workflows will be based on information gathered during two (2) half day workshops. These workshops will focus on identifying and documenting the future state process for differentiating workflows, including a high level description of the process and system interactions.</p>	
<p>3. EHR Strategy</p>	<p>This deliverable will provide a strategic plan for the acquisition of an Enterprise EHR solution. Gartner will use with the vendor landscape analysis to inform an alternatives analysis of the available strategic options (e.g. expand on current systems, adopt a neighboring County system, vendor procurement, etc.). This alternatives analysis will lead to the selection of a strategy and build out of a high level strategic plan.</p> <p>Gartner will develop an initial list of strategic alternatives and set of evaluation criteria for review with key County stakeholders in one (1) validation workshop. Once the alternatives and criteria are set, Gartner will draft alternatives analysis and conduct one (1) workshop to review, revision and validate the analysis.</p> <p>Finally, Gartner will build out a draft high level strategic plan to review with key County stakeholder in two (2) half day workshops.</p>	<ul style="list-style-type: none"> • Guiding Principles • Strategic Imperatives • EHR Vision • Strategy Recommendation • Appendix: Alternatives Analysis <ul style="list-style-type: none"> ○ Available Strategic Alternatives ○ Analysis Criteria ○ Assessment of Alternatives against criteria <p>The EHR Strategy (excluding the alternatives analysis) will be a 5-10 slide PowerPoint deck.</p>
<p>4. Readiness Assessment</p>	<p>This deliverable will provide an assessment of the County's readiness for procurement, implementation and adoption of an Enterprise EHR solution. Gartner will develop a customized readiness evaluation framework based on Gartner's standard criteria for evaluating enterprise EHR procurement and implementation readiness. These criteria will be augmented with any County specific needs. We will use the information gathered during the current environment review activities to assess the County's readiness against the evaluation framework. Gartner will develop a set of recommendations to address any shortcomings in readiness identified. We will then conduct a one (1) day workshop with key County stakeholders to review, revise and validate the County's readiness.</p>	<ul style="list-style-type: none"> • Background and Context • Overview of Readiness Areas • Assessment of Readiness per Area • Summary of Findings and Recommendations <p>The Readiness Assessment will be a 50-60 slide PowerPoint deck.</p>
<p>5. Vendor Landscape Analysis</p>	<p>This deliverable will provide an overview of the available EHR vendors and analysis of their ability to meet San Mateo's future state needs. The analysis will include the development of a list of relevant vendors and products (including the economies of scales of products that San Mateo currently owns), an overview of each identified product, and an analysis based on San Mateo's unique environment and needs.</p> <p>Gartner will develop a draft list of relevant vendors / products based on our knowledge of the industry. We will also develop a customized evaluation</p>	<ul style="list-style-type: none"> • Objectives and Approach • Market Trends and Directions <ul style="list-style-type: none"> ○ Current Evolution of EHR platforms, applications and systems, etc. ○ General Landscape • Vendor Assessment

	<p>framework based on Gartner's standard criteria for evaluating EHR vendors. These criteria will be complemented with County specific business drivers such as the need to facilitate the exchange of health information with other care providers in a geographic area, the patient base served, ease to procure a solution, cost of ownership, etc. Gartner will conduct one (1) validation workshop with key County stakeholders before proceeding with the analysis. Gartner will then use information and analytics from our own Research and Research Analysts as well as primary and secondary research to develop the evaluation. We will conduct one (1) half day alternatives analysis workshop with San Mateo County to review and revise / validate the analysis.</p>	<ul style="list-style-type: none"> ○ List of Relevant Vendors ○ Overview of Each Vendor / Product ○ Assessment Criteria ○ Organization Assessment ○ Product Assessment <p>The vendor landscape analysis will be a 30-40 slide PowerPoint deck.</p>
<p>6. High level communication plan</p>	<p>This deliverable will provide a high level set of activities to effectively communicate the expected changes from the EHR Strategy to the effect stakeholders. This will include leveraging, engagement, containment and outplacement strategies (as described in the Task section) based on an assessment of the impact of the EHR strategy on each stakeholder group. This assessment will include up to three (3) 2-hour workshops with the County project team regarding the impact to each stakeholder group.</p>	<ul style="list-style-type: none"> ● Purpose ● Communicator ● Stakeholders ● Expected Impact ● Messages ● Delivery Method ● Delivery Frequency ● Measures of Success <p>The High Level Communication Plan will be a 10-15 slide PowerPoint deck.</p>
<p>7. Master Set of Prioritized Requirements</p>	<p>This deliverable will provide a complete set of requirements based on the assessment and gap analysis. Gartner will use its knowledge of industry standards and requirements developed in other projects to create an initial base of Industry Best Practice requirements and then use its Life of the Case™ Use Case methodology to document functional requirements for the County's differentiating Workflows. Gartner will conduct up to ten (10) 2-hour standard requirements workshops, fifteen (15) 4-hour differentiating use case workshops and fifteen (15) 2-hour differentiating requirements workshops. These requirements will then be categorized in a workshop with key County stakeholders so into most critical requirements ("must do"), important requirements ("should do") and "nice to have" requirements ("might do").</p>	<p>The requirements will be in an Excel spreadsheet, with a tab per requirement set / grouping of functional activities.</p> <p>The use cases will be a Word document, with one use case per workflow. Each use case has the following components:</p> <ul style="list-style-type: none"> ● Actor(s) ● Role ● Objective ● Trigger Events ● Precondition

		<ul style="list-style-type: none"> • Post condition • Use Case Flow • Alternative Flow (if necessary)
<p>8. Information Management Plan</p>	<p>This deliverable will provide a plan for how to assure the smoothest flow of information into and out of a new platform's data architecture. This plan will consider the enterprise data warehouse and new HIE to ensure that the transition to an enterprise EHR platform does not disrupt the flow and management of information.</p> <p>To develop the plan, Gartner will gather and review all pertinent documents. We will also conduct up to three (3) information management workshops with key County Subject Matter Experts.</p>	<p>The information Management Plan will be a 5-10 slide PowerPoint deck that provides high level mappings of information flow to the various external systems and services.</p>
<p>9. Acquisition plan/schedule</p>	<p>This deliverable will provide a plan and schedule for the acquisition cycle of the various components/modules of an enterprise EHR platform. It will include an agreed upon approach to conducting a fully compliant, yet expedited effort to evaluate and decide on a preferred solution, vendor and optimal timeline. Gartner will draft an acquisition plan/schedule and then conduct one (1) half day workshop to review with key stakeholders.</p>	<ul style="list-style-type: none"> • Solution Components in Scope • Acquisition Alternatives <ul style="list-style-type: none"> ○ Component Bundling ○ Procurement Vehicle(s) • High Level Procurement Plan / Schedule <p>The Acquisition plan/schedule will be a 5-10 slide PowerPoint deck.</p>
<p>10. Sequencing plan/schedule</p>	<p>This deliverable will provide a roadmap with the best sequencing of procurement and implementation activities based on the acquisition plan, gap analysis, prioritized requirements and Gartner's industry experience. The plan will address adoption thresholds, interfaces and dependencies and will focus on minimizing service impacts. Gartner will draft a sequencing plan/schedule and then conduct one (1) half day workshop to review with key stakeholders.</p>	<ul style="list-style-type: none"> • Key Considerations • Critical Dependencies • High level procurement plans <ul style="list-style-type: none"> ○ Key elements ○ Tasks and timing • Recommended Roadmap <p>The sequencing plan/schedule will be a 5-10 slide PowerPoint deck.</p>
<p>11. System Decommissioning Plans</p>	<p>This deliverable will identify key legacy systems to be retained vs. retired as part of the implementation of a new system.</p> <ul style="list-style-type: none"> ■ For retained systems, Gartner will outline- at a high level- how these systems will interface or integrate with the new EHR system. ■ For systems to be retired, Gartner will identify high level timing/sequencing of the retirements and define a high level data archiving/conversion approach along with budgetary resource/costs estimates for the retirement/archiving effort. 	<ul style="list-style-type: none"> • Key Considerations • List of Legacy Systems • Mapping of Legacy Systems to Procurement • Decommissioning Roadmap <p>The system decommissioning plans will be a 5-10 slide PowerPoint deck.</p>

	<p>The decommission plan will define a high level approach and plan for properly shutting down legacy systems, including data archived/cleansed, and decommissioning the system and accompanying maintenance and support agreement(s). The plans will include a decommissioning schedules based on the EHR sequencing schedule (#10 above), legacy system contracts/costs and clinical/legal record retention policies/needs. Gartner will draft a system decommissioning plans and then conduct one (1) half day workshop to review the plan with key stakeholders.</p>	
<p>12. Budget Plan</p>	<p>This deliverable will provide a multi-year budget that takes into account spend on current platforms, spending projections for implementation and spending plans for sustainment (operate, optimize, and refresh). It will also include an analysis of the ROI benefits of the new EHR strategy. Gartner will conduct up to two (2) interviews with key budget staff in developing the budget plan. Gartner will draft a budget plan and then conduct one (1) half day workshop to review with key stakeholders.</p>	<p>The budget plan will be an Excel spreadsheet with the costs associated with each budget item listed in the appropriate spending schedule.</p>
<p>13. Staffing and Support Plan</p>	<p>This deliverable will provide a multi-year plan to ensure appropriate staff support for the enterprise platform. The plan will start with the key stakeholders that need to be part of both the core project team and feeder committees/teams, but will consider surge staffing requirements for implementation activities. It will also provide a sustainment staffing plan for when the platform moves into sustainment. The plan will include all resource types (e.g., clinical providers, other healthcare professionals, health information technology analysts, revenue cycle experts, clinical informatics, etc.). Gartner will also consider managed services and staff augmentation options. Gartner will draft a staffing anc support plan and then conduct one (1) half day workshop to review with key stakeholders.</p>	<p>The staffing and support will be an Excel spreadsheet with the set and type of necessary staff associated with each activity over time.</p>
<p>14. Evaluation Framework</p>	<p>This deliverable will outline the evaluation process, criteria and framework by which the County will review solicitation responses and select a vendor. Gartner will facilitate up to five (5) workshops with the evaluation team to develop the evaluation framework for each product/service based on the level of detail required for SMCHS.</p>	<ul style="list-style-type: none"> • Evaluation Process • Minimum Mandatory Requirements • Evaluation Framework <ul style="list-style-type: none"> ○ Criteria ○ Weighting <p>The Evaluation Framework will be a 5-10 slide PowerPoint deck.</p>
<p>15. RFP – design and build</p>	<p>This deliverable will be a solicitation document for the County to use in procuring an Enterprise EHR solution. Gartner will work collaboratively with the County to produce up to three (3) sets of products/services:</p>	<ul style="list-style-type: none"> • Introduction • Background

	<ul style="list-style-type: none"> • EHR Software • Design/Development/Integration (DDI) Services • Hosting Services <p>Gartner will provide content for the RFP document(s) (the actual RFP format and structure will be provided by SMCHS) which will include at least:</p> <ul style="list-style-type: none"> • Background and Objectives • Scope • Technical Requirements • Demonstration Scripts • Statement of Work and Implementation requirements • Service Level and Maintenance & Operational requirements • Cost response workbook • Attachments such as a Procurement Library and Terms and Conditions (T&Cs) <p>Gartner will review the draft sections (and the overall document) with the SMCHS project team, legal, procurement, and Steering Committee as needed.</p>	<ul style="list-style-type: none"> • Proposal Process • Proposal Requirements • Statement of Work • Price Proposal • Due Diligence <p>The RFP will be a Word document with associated appendices, some of which may be Excel spreadsheets (e.g. prioritized requirements).</p>
<p>16. Demonstration Scripts</p>	<p>This deliverable will provide structured demonstration scripts and scenarios that reflect the County's unique business environment. These scenarios will cover clinical process end-to-end. It will also include scoring templates for use during the evaluation and scoring process. These will allow evaluators to score vendor demonstrations in a structured manner, to ensure that scoring is consistent, and provide a tool for evaluators to have meaningful conversations where appropriate. They allow evaluators to score vendors both by modules, specific areas of expertise or care venue (pharmacy, OR, ED etc.) as well as based on a vendor's capability to meet overall workflow and integration requirements. Gartner will leverage the differentiating workflow use cases and work with the County to develop the demonstration scripts. Gartner will conduct up to three (3) workshops to develop the demonstration scripts with the County evaluation team.</p>	<p>Gartner will develop 5-7 demonstration scripts, which will each be 3-4 page Word documents.</p>
<p>17. Evaluation of RFP responses</p>	<p>This deliverable will be an Evaluation Report based on the evaluation process. It will come from Gartner's efforts to support the evaluation team as they conduct their evaluation. This support will include reviewing proposals, providing subject matter expertise, ensuring adherence to the evaluation framework and aggregation of scores and facilitating evaluation workshops. Gartner will facilitate up to three (3) evaluation workshops.</p>	<ul style="list-style-type: none"> • Review of Evaluation Process • Review of Evaluation Framework • Vendor Evaluation • Vendor(s) Selected <p>The Evaluation Report will be a 5-10 slide PowerPoint deck</p>

<p>18. Negotiation Strategy</p>	<p>This deliverable will provide the County with a negotiation strategy for engaging the selected vendor. Gartner will draft a negotiation strategy and then conduct one (1) half day workshop to review with the County evaluation team.</p>	<ul style="list-style-type: none"> • High-level approach • Negotiation objectives/desirables • Negotiations Governance Model • Role, responsibilities and decision authority • Risks around terms, conditions and service-level agreements • Specific negotiation positions • Execution Plan (tasks, resources, dependencies, escalation plan) • Negotiation Guidelines <p>The Negotiation Strategy will be a 10-15 slide PowerPoint deck</p>
<p>19. Negotiation Support</p>	<p>Gartner will provide support to the County through the negotiation process, including attending negotiation session, providing subject matter expertise, reviewing terms and conditions, etc.</p>	<p>There is no physical deliverable.</p>

1.6 Project Schedule

Gartner anticipates completion of this engagement within 16-18 months, as detailed in the figure below. Our fixed fee estimate is based on adhering to the overall schedule for both Phase 1 and Phase 2. This actual schedule is dependent on the start date of the project which itself is dependent on the ability of Gartner and the County to execute a binding contract. It is also subject to assumptions included elsewhere in Exhibits A and B.

Figure 5. Estimated Schedule

Description	2016			2017			2018											
	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March
Phase I: Assessment & Planning																		
Step 1: Initiate Program and Mobile																		
Step 2: Gather Data to Understand Current State Change Drivers																		
Step 3: Assess Current State																		
Step 4: Develop and Document Future State Needs																		
Step 5: Document Differentiating Future State Clinical and Business Workflows																		
Phase II: Business Case & Requirements																		
Step 1: Perform Vendor Market Scan to Inform EHR Strategy and RFP process																		
Step 2: Identify and Analyze Viable Scenarios for Future State Needs																		
Step 3: Conduct Readiness Assessment																		
Step 4: Create and Document EHR Strategy																		
Step 5: Develop Communication and Stakeholder Management Plan																		
Phase III: Develop EHR Functional & Non-Functional Requirements																		
Step 1: Compile Industry Best Practice Functional & Non-Functional Requirements																		
Step 2: Develop use cases for differentiating clinical & business workflow																		
Step 3: Develop SMCHS specific requirements for differentiating clinical & business use cases																		
Step 4: Prioritize Requirements																		
Step 5: Document Information Flows to other Systems																		
Phase IV: Develop Procurement Approach																		
Step 1: Develop Procurement Approach/Plan for Hardware, Software & Services																		
Step 2: Create Preliminary Implementation, Phasing and Support Roadmap																		
Step 3: Create Decommissioning Roadmap for Current Systems																		
Step 4: Develop Financial Model, including budget and staffing estimates																		
Step 5: Create Executive Report																		
Phase V: Solicitation & Negotiation																		
Step 1: Create and assemble RFP																		
Step 2: Develop Evaluation Criteria, Framework and Process																		
Step 3: Support Response Process																		
Phase VI: Implementation																		
Step 1: Assist in Evaluating Bidder Responses																		
Step 2: Support Vendor Demonstrations																		
Step 3: Document Final Scores and Recommendation																		
Phase VII: Support Contract Negotiation																		
Step 1: Develop Negotiation Strategy																		
Step 2: Provide Non-legal Advice During Contract Negotiations																		

1.7 SMCHS Resource Commitment Estimates

This section defines the resource commitments required from SMCHS staff including which SMCHS roles will be engaged over the course of the engagement and an initial estimate of how much time will be required from each resource category. Consider resource categories as groups, such as physicians, nurses, patient support assistants, billers, IT analysts, etc.

A description of each type of SMCHS resource that will be required to participate in some or all of the tasks is provided below.

Table 2. Type of SMCHS Resources Required

Type of Resource	Description
Executive Steering Committee	5-9 members composed of senior level leadership
Project Leadership	Project Director/Project Manager, IT Leadership (i.e. CIO), and Clinical Leadership (i.e. Physician leader or CMO)
Clinical Working Groups	Representatives from each EHR domain (Scheduling, Orders, Clinical Doctors, Laboratory, Pharmacy, etc.). Likely 7-10 working groups of 3-5 people
Analysts	Working group leads (i.e. one analyst per working group) – part time initially and then full time
Procurement	Assigned procurement analysts to assist in RFP development
Information Technology	IT Subject matter experts either assigned to the current systems or who will interact with future systems. Likely 7-10 subject matter experts.

Below is a description of the resource commitment per task for each of the types of resources identified above. A more detailed description of their involvement is given in the task descriptions.

Table 3. Resource Commitment Phase I

Type of Resource	Task 1: Assess Current State & Future Needs	Task 2: Develop EHR Strategy & Assess Readiness	Task 3: Develop EHR Requirements	Task 4: Develop Solution Strategy and Roadmap
Executive Steering Committee	Meets monthly for two hours	Meets monthly for two hours	Meets monthly for two hours	Meets monthly for two hours

Type of Resource	Task 1: Assess Current State & Future Needs	Task 2: Develop EHR Strategy & Assess Readiness	Task 3: Develop EHR Requirements	Task 4: Develop Solution Strategy and Roadmap
Project Leadership	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader
Clinical Working Groups	Less than 5% of time to participate in interviews and workshops (~2 hours per week)	Less than 5% of time to participate in workshops (~2 hours per week)	Up to 3 half days of participation per clinical work group for requirements workshops	Less than 5% of time to participate in workshops (~2 hours per week)
Analysts	10% of time – participate in interviews and workshops as well as facilitate working group interactions	10% of time – participate in workshops as well as facilitate working group interactions	Up to 3 half days of participation time per clinical work group in requirements workshops	10% of time – participate in workshops as well as facilitate working group interactions
Procurement	Minimal involvement	Minimal involvement	Minimal involvement	Minimal involvement
Information Technology	10-20% involvement	10-20% involvement	10-20% involvement	10-20% involvement

Table 4. Resource Commitment Phase II

Type of Resource	Task 1: Create & Issue RFP	Task 2: Evaluate RFP	Task 3: Support Contract Negotiations
Executive Steering Committee	Meets monthly for two hours	Meets monthly for two hours	Meets monthly for two hours
Project Leadership	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	High involvement, up to 50% during peak periods (estimated at 3 – 4 weeks)

Type of Resource	Task 1: Create & Issue RFP	Task 2: Evaluate RFP	Task 3: Support Contract Negotiations
Clinical Working Groups	Less than 5% of time to participate in workshops and review RFP (~2 hours per week)	1 day to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	Minimal involvement
Analysts	10% of time – participate in workshops and review RFP as well as facilitate working group interactions	1 - 2 days to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	Minimal involvement
Procurement	20 - 50% of time for RFP creation (depending on availability of County templates and desired involvement)	1 - 2 days to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	50% of time for negotiations for an estimated duration of 2 -3 weeks
Information Technology	10-20% involvement in the preparation of RFP requirements and review of RFP	1 - 2 days to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	10-20% involvement for an estimated duration of 2 – 3 weeks

1.8 Assumptions

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

SMCHS Participation:

- SMCHS will designate a project manager to act as the primary point of contact for this project. The SMCHS project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any project or performance issues; and (d) assist in resolving project issues that may arise
- The work effort described in this Proposal assumes SMCHS personnel are available to assist in the manner defined in this Proposal. In the event that SMCHS personnel are not available, a change of scope may be necessary
- SMCHS will review and approve documents within seven business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by SMCHS
- SMCHS will schedule SMCHS resources for project activities and provide meeting facilities as necessary
- SMCHS personnel will be available per the final project schedule
- SMCHS will provide a collaboration tool (MS SharePoint or similar) for use by the Gartner team to store any relevant project materials and deliverables

Data Collection:

- The due diligence (as-is) data are reasonably available via interviews and documentation review
- SMCHS will provide timely access to all appropriate personnel to be interviewed. These personnel will provide data necessary to complete this project, answer questions, provide existing documentation and attend working sessions
- Pricing for Phase 1 is based on the assumption that Gartner will conduct up to 45 interviews/workshops over a period of 4-6 weeks and that SMCHS will arrange all sessions with SMCHS personnel
- Overall pricing is based on adherence to the schedule outlined in the Project Schedule section of this document. If the schedule for either phase extends beyond this change order will be required.
- All data collection and interviews/workshops will take place via telephone or in person at County facilities and/or as mutually agreed by both parties.

Key Personnel:

- Resumes of key personnel provided in this Proposal assume a project start date of November 1, 2016. If the actual project start date is different, proposed individuals may not be available. In this event, we will work with SMCHS to identify alternative personnel with appropriate skills and background
- Where it is indicated in this Proposal, that a proposed project team member is a sub-contractor to Gartner, SMCHS agrees to the inclusion of that individual as a member

of the project team so long as the sub-contractor is suitably qualified to provide the services. In the event that such inclusion is not reasonably acceptable to SMCHS, Gartner will be informed at the earliest opportunity and requested to find an alternative team member

Place of Performance:

- Except for meetings and workshops, all Gartner services will be performed at Gartner locations
- Office space, telephones, printing/copying services and access to the open Internet will be made available on a reasonable basis to Gartner at SMCHS locations for on-site project time

Deliverables and Changes to Scope:

- Any requests for additional information or resource (beyond the details described in the tasks above) that are made by SMCHS will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal)

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

Gartner will bill for professional services at the conclusion of key Deliverables associated with the tasks described in Exhibit A. The Deliverable milestones and the associated invoice amounts are listed in the table below. Gartner will invoice for each deliverable upon completion of the deliverable.

Table 5. Task Level Invoicing

Phase	Task	Deliverable	Phase Amount	Task Amount	Payment Milestone
Phase I. Assessment and Planning			\$ 1,165,000		
	Task 1: Current and Future State Needs			\$ 160,500	
		Project Kickoff/Plan			\$ 74,900
		Assessment & Gap Analysis			\$ 85,600
	Task 2: EHR Strategy and Readiness Assessment			\$ 309,000	
		EHR Strategy			\$ 71,334
		Readiness Assessment			\$ 95,000
		Vendor Landscape Analysis			\$ 71,333
		High level communication plan			\$ 71,333
	Task 3: EHR Requirements			\$ 294,500	
		Master Set of Prioritized Requirements			\$ 241,000
		Information Management Plan			\$ 53,500
	Task 4: Solution Strategy and Roadmap			\$ 401,000	
		Acquisition plan/schedule			\$ 85,600
		Sequencing plan/schedule			\$ 75,900
		Budget Plan			\$ 74,300
		Staffing and Support Plan			\$ 85,600
		System Decommissioning Plans			\$ 79,600
Phase II. Solicitation and Negotiation			\$ 410,000		
	Task 1: Create and Issue RFP			\$ 164,000	
		Evaluation Framework			\$ 82,000
		RFP – design and build			\$ 82,000
	Task 2: Evaluate RFP			\$ 164,000	
		Demonstration Scripts			\$ 82,000
		Evaluation of RFP responses			\$ 82,000
	Task 3: Contract Negotiations			\$ 82,000	
		Negotiation Strategy			\$ 41,000
		Negotiation			\$ 41,000

This pricing is based on prior experience with similar projects and the approach outlined in this document. Our pricing is based on the following assumptions:

- The breadth of consultation required to develop the strategy and to communicate a shared vision. That is, the number of different organizations and individuals that need to be engaged during the EHR Strategy and Readiness Assessment phase
- One single procurement for hardware, software and hosting the new EHR

- The overall readiness of SMCHS as an organization to embrace such a large and complex project
- SMCHS' ability to provide the focus and the resources to maintain the pace proposed in the SOW. We have proposed a realistic, but aggressive schedule, and SMCHS may need to extend some of the time frames
- The level of effort required to arrive at a broadly supported EHR vision and strategy that will be the foundation for the procurement and implementation of a unified EHR system
- SMCHS' ability to tightly govern this project, enable timely and binding decision making and quick issue resolution
- The duration and extent of support that SMCHS will require during the contract negotiation activities in the EHR Solution Procurement phase
- Other assumptions documented in Exhibit A.

The firm fixed prices quoted are from our State and Local Government rate card which represents a substantial discount off of our normal commercial rates. Gartner is committing to producing the deliverables described in the SOW for the prescribed cost, subject to the assumptions and other conditions documented in the SOW, regardless of the actual effort required.

We prefer to work under fixed fee arrangements as this type of contract has the effect of aligning consultant and client incentives to maintain a tight scope. It reduces risk by providing certainty regarding scope and price, and it creates a focus on getting the project completed as efficiently and quickly as possible.

Gartner's firm fixed bid is inclusive of out of pocket expenses required for our team members to travel to the County's offices and any other work locations located in San Mateo County.

Additional Terms and Conditions

All invoices are payable net 30 days from date of invoice unless otherwise negotiated with the County as part of this Agreement

While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

If the County requires a purchase order (PO) number, please provide a copy of the PO at the time any binding agreement is executed.

Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this Agreement shall be inapplicable.

All invoices are payable net 30 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

Changes to Scope

The scope of this project is defined by this Proposal/Statement of Work. All SMCHS requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise SMCHS of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example, not limitation, changes may include:

- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any change in the respective responsibilities of Gartner and SMCHS, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by modification of acceptance criteria in this SOW
- Any changes requiring changes to research analyst time or resources

Gartner will bill for professional services at the conclusion of key Deliverables associated with the tasks described in our Scope of Work (Exhibit A). The Milestones and the associated invoice amounts are described in the table on the following page

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 (CFR) sections 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. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **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).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **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. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate 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. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate 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.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate 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.
- j. Business Associate 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 Business Associate on behalf of County, available to the County at the request of County or 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.
- k. Business Associate 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.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order 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.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate 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 Business Associate 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 Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate 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 Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate 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, Business Associate 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 Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA 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 Business Associate 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 Business Associate.

ATTACHMENT I

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

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

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

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

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

Name of 504 Person: Kirk Kirkpatrick

Name of Contractor(s): Gartner Inc.

Street Address or P.O. Box: 2350 Mission College Blvd; 14th Floor

City, State, Zip Code: Santa Clara, CA 95054

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

Signature:



Title of Authorized Official: Contracts Counsel

Date: 20 October 2016

*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: October 14, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise Rogers, Chief, Health System
Stephen Kaplan, Director, Behavioral Health and Recovery Services

Subject: Agreement with Ravenswood Family Health Center for Mental Health Services

RECOMMENDATION:

Adopt a resolution authorizing an agreement with Ravenswood Family Health Center for mental health services, for the term July 1, 2016 through June 30, 2019, in an amount not to exceed \$855,776.

BACKGROUND:

Ravenswood Family Health Center (RFHC) is a nonprofit federally-qualified community health center based in East Palo Alto. RFHC provides healthcare services that integrate primary medical care, prevention and health education, behavioral health services, and full scope dental services to underserved, uninsured, and most vulnerable low-income residents of communities in southeastern San Mateo County.

In 2007, Behavioral Health and Recovery Services (BHRS) released a Request for Proposals (RFP) for the delivery of outpatient mental health services within a primary care center that is also federally-qualified to deliver health services within San Mateo County, specifically East Palo Alto. RFHC was the only respondent that provided outpatient mental health services within a primary care setting, in the target location of East Palo Alto. Additionally, RFHC was the only Federally Qualified Health Center that was not a County-owned clinic or hospital in San Mateo County.

Under the B-1 Administrative Memorandum, agreements that provide “sole source” services are exempt from the RFP process. RFHC is the only agency that provides outpatient mental health services within a primary care setting that is also federally-qualified to deliver health services in San Mateo County, in the desired geographic location.

DISCUSSION:

Through this agreement, RFHC will provide outpatient mental health services to underserved and uninsured individuals and families living in southeast San Mateo County. Primary care based mental health services will increase access to mental health care in coordination with medical care.

This contract is late due to a staffing shortage in the BHRS Contracts Unit.

The resolution contains the County's standard provision allowing amendment of the County's fiscal obligations by a maximum of \$25,000 (in aggregate).

The agreement and resolution have been reviewed and approved by County Counsel as to form. This agreement is on the Continuing Resolution.

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing outpatient mental health services to San Mateo County residents, specifically to residents in the underserved area of East Palo Alto. It is anticipated that 95% of clients treated by the contractor shall not be admitted to a psychiatric emergency service unit during their course of treatment.

PERFORMANCE MEASURE(S):

Measure	FY 2015-16 Actual	FY 2017-18 Projected
Clients not admitted to psychiatric emergency unit during their course of treatment	97% 708 clients	97% 705 clients

FISCAL IMPACT:

The term of the agreement is July 1, 2016 through June 30, 2019. The amount of the agreement is not to exceed \$855,776 for the three-year term. \$285,258 is included in the BHRS FY 2016-17 Adopted Budget. Of that amount, it is anticipated that Federal Financial Participation will fund \$135,612, the Mental Health Services Act will fund \$42,400, Medi-Cal funded by the Health Plan of San Mateo will fund \$20,514, and 2011 Realignment for Managed Care will fund \$36,000. The remaining \$50,732 is Net County Cost. The payment provisions and levels of service remain essentially the same as those of the prior agreement.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH RAVENSWOOD FAMILY HEALTH CENTER FOR MENTAL HEALTH SERVICES, FOR THE TERM JULY 1, 2016 THROUGH JUNE 30, 2019, IN AN AMOUNT NOT TO EXCEED \$855,776

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby the Ravenswood Family Health Center shall provide mental health services for the term July 1, 2016 through June 30, 2019, for a total obligation of \$855,776; and

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

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

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

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RAVENSWOOD
FAMILY HEALTH CENTER**

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ravenswood Family Health Center, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of professional services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment C—Election of Third Party Billing Process
- Attachment D—Payor Financial Form
- Attachment E—Fingerprint Certification
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED FIFTY-FIVE THOUSAND

SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$855,776). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2019.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in

the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

<input checked="" type="checkbox"/> Comprehensive General Liability...	\$1,000,000
<input checked="" type="checkbox"/> Motor Vehicle Liability Insurance...	\$1,000,000
<input checked="" type="checkbox"/> 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

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 (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use

biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will

apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. 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.

18. Notices

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

In the case of County, to:

Name/Title: Scott Gruendl/Assistant Director
Address: 225 37th Avenue, 3rd Floor, San Mateo, CA 94403
Telephone: (650) 573-2491
Facsimile: (650) 573-2841
Email: sgruendl@smcgov.org

In the case of Contractor, to:

Name/Title: Luisa Buada, RN, MPH/Chief Executive Officer
Address: 1885 Bay Road, East Palo Alto, CA 94303
Telephone: (650) 330-7400
Facsimile: (650) 321-4552
Email: lbuada@RavenswoodFHC.org

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

RAVENSWOOD FAMILY HEALTH CENTER



Contractor's Signature

Date: 10/7/16 _____

EXHIBIT A – SERVICES
RAVENSWOOD FAMILY HEALTH CENTER
FY 2016 – 2019

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Mental Health Services (Mental Health Plan)

Contractor shall provide primary care based mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including requirements for Federally Qualified Programs. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Services shall be provided through the Ravenswood Family Health Center.

These services shall be provided to clients who are covered by Health Plan of San Mateo's CareAdvantage program, HealthWorx; enrollees of the Medicaid Coverage Expansion (MCE) program, a low income health program; and clients known to be uninsured, for whom the MHP has assumed responsibility.

Client referrals to the Ravenswood Family Health Center shall be received internally through the Med Clinic, and externally from the community and from the ACCESS Team. No prior authorization shall be required. Contractor shall confirm eligibility of clients. Services shall include the following:

1. Assessment Services: Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.
2. Treatment Services
 - a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or

significant support persons when the individual is present, but the focus of work is on the client and not the family system.

- b. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- c. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
- d. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plans.
- e. Medication Services: Contractor shall provide Medication Support Services by a licensed psychiatrist. Additional Medication Support Services shall be provided if medically necessary. These services include:
 - 1) Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - 2) Evaluation of the need for medication, prescribing and/or dispensing;
 - 3) Evaluation of clinical effectiveness and side effects of medication;
 - 4) Obtaining informed consent for medication(s); and
 - 5) Medication education (including discussing risks, benefits and alternatives with the client of significant support persons).

B. Services to Uninsured Beneficiaries

1. **Assessment Services:** Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.
2. **Treatment Services**
 - a. **Individual Therapy:** Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not the family system.
 - b. **Family Therapy:** Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
 - c. **Group Therapy:** Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
 - d. **Collateral services:** Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plans.
 - e. **Medication Services:** Contractor shall provide Medication Support Services by a licensed psychiatrist. Additional Medication Support Services shall be provided if medically necessary. These services include:
 - 1) Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - 2) Evaluation of the need for medication, prescribing and/or dispensing;

- 3) Evaluation of clinical effectiveness and side effects of medication;
- 4) Obtaining informed consent for medication(s); and
- 5) Medication education (including discussing risks, benefits and alternatives with the client of significant support persons).

C. Child Psychiatry Services

Contractor shall provide psychiatry services for San Mateo County children and youth, including medication evaluation and treatment, diagnostic evaluations, psychotherapy, family consultation, treatment plan review, and case consultation.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRP Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRP Documentation Manual located online at:

<http://www.smchealth.org/sites/default/files/docs/BHRP/BHRSDocManual.pdf>.

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Managed Care providers shall document services in accordance with the BHRP Managed Care Provider Manual: located online at <http://www.smchealth.org/sites/default/files/docs/BHRP/Providers/ManagedCareProviderManual.pdf>. Managed Care Providers will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

6. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRP and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

9. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

10. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or

breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

11. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

- 1) Major leadership or staffing changes.
- 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
- 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
- 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- 5) Change of ownership or location.
- 6) Complaints regarding the provider.

12. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

13. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

- a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: <http://exclusions.oig.hhs.gov/>.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

15. Fingerprint Compliance

Any contractor staff that have on-the-job contact with children or other vulnerable clients whose safety may be compromised by an individual's criminal history (i.e. sex offense, abuse of dependent adults, etc.) shall be fingerprinted, including administrative staff who routinely interact with clients, case managers, peer support workers, etc. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they will not be eligible for hire or retention in a position involving contact with a vulnerable population through this Agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

16. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at <https://www.breeze.ca.gov/datamart/loginCADCA.do> Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form located at <http://www.smchealth.org/AvatarAccess> and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

17. 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.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS

or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

C. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

D. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Mental Health Services

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit during their course of treatment.

County shall collect data.

Goal 2: All clients receiving at least three (3) treatment services will be administered a satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction instrument administered by the MHP.

County shall collect data.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
RAVENSWOOD FAMILY HEALTH CENTER
FY 2016 – 2019

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 under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed EIGHT HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$855,776).

<u>Service</u>	<u>FY 2016-19 Maximum Amount</u>
Services to Clients under the MHP	\$300,000
Services to Uninsured Beneficiaries	\$452,179
<u>Child Psychiatry Services</u>	<u>\$103,597</u>
Total Contract Maximum	\$855,776

B. Mental Health Services (under the Mental Health Plan)

The maximum amount County shall be obligated to pay Contractor for mental health services under the Mental Health Plan shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) for the term of the agreement.

1. Rates

Assessment Services: A clinical assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional (non-MD). A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician.

<u>Service Type - Assessment</u>		2016-19
90791	Clinical Assessment, initial per case	\$124.00
90792	Physician Assessment, initial, per case	\$140.00

Treatment Services: Clinical treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived, or registered mental health professional. Medication treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed physician.

<u>Services Provided by Clinicians or Physicians</u>		2016-19
90832	Individual Therapy, per session, up to 30 min.	\$44.00
90834	Individual Therapy, per session, up to one hour	\$88.00
90853	Group Therapy, per person, per session	\$29.00
90847	Family Therapy, one hour, includes all members, up to one hour	\$90.00
90887	Collateral, per session, up to one hour	\$59.00
X8255	Clinical Consultation (telephone), 15 min	\$12.00

<u>Services Provided by Physicians</u>		2016-19
99213	Medical Psychotherapy, 40 min	\$85.54
99214	Medical Psychotherapy, 60 min	\$124.00
99212	Medication Management, per session 15 min	\$62.40
90863	Medication Group, per person per session	\$32.00
99241	Consultation, 25 min	\$51.59
99243	Consultation, 40 min	\$69.00
99244	Consultation, 55 min	\$104.00

2. Payments

Fee-for-Service Payment Process for Beneficiaries with CareAdvantage, HealthWorx, or are Medicaid Coverage Expansion (MCE) eligible:

For services delivered to MCE beneficiaries, the State shall be billed the Federal Financial Participation portion or fifty percent (50%) of the MCE rate schedule. The County shall pay the remaining fifty percent (50%) match.

C. Services to Uninsured Beneficiaries

The maximum amount County shall be obligated to pay Contractor for mental health services to uninsured beneficiaries shall not exceed FOUR HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$452,179) for the term of the agreement.

1. July 1, 2016 – June 30, 2017

Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or Paragraph I.A. of this Exhibit B, or TWELVE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND FIFTY-THREE CENTS (\$12,560.53).

2. July 1, 2017 – June 30, 2018

Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or Paragraph I.A. of this Exhibit B, or TWELVE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND FIFTY-THREE CENTS (\$12,560.53).

3. July 1, 2018 – June 30, 2019

Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or Paragraph I.A. of this Exhibit B, or TWELVE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND FIFTY-THREE CENTS (\$12,560.53).

D. Child Psychiatry Services

The maximum amount County shall be obligated to pay Contractor for child psychiatry services shall not exceed ONE HUNDRED THREE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS (\$103,597) for the term of the agreement.

1. July 1, 2016 – June 30, 2017

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month, as established in Paragraph I.A. of this Exhibit B, or TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND SIXTY-NINE CENTS (\$2,877.69).

2. July 1, 2017 – June 30, 2018

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month, as established in Paragraph I.A. of this Exhibit

B, or TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND SIXTY-NINE CENTS (\$2,877.69).

3. July 1, 2018 – June 30, 2019

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month, as established in Paragraph I.A. of this Exhibit B, or TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND SIXTY-NINE CENTS (\$2,877.69).

- E. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- F. 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.
- G. 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.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2019, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- L. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior

month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
225 37th Avenue, Third Floor
San Mateo, CA 94403

- M. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- N. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the

State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

- O. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

P. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

Q. Cost Report – for contracts that include Third party billing and for those contracts where a cost report is required

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph Q of this Exhibit B.

R. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph Q of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment

shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph Q of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

S. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

T. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

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

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services

were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

- g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A.4. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***

**Attachment C
Election of Third Party Billing Process**

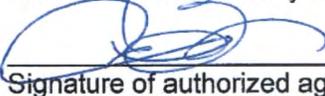
Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We Ravenswood Family Health Center elect option one.

 CEO

Signature of authorized agent

LUSA PALADIA

Name of authorized agent

650-330-7410

Telephone number

Option Two

Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Ravenswood Family Health Center elect option two.

Signature of authorized agent

Name of authorized agent

Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D – Agency Payor Financial

Client ID <i>(Do name search):</i> _____	Client Date of Birth (Required): _____	SSN (Required): _____
Last Name: _____	First Name: _____	M.I. _____
Alias or other names used: _____		Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (CIN Number)? _____ Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110. Is client potentially eligible for Medi-Cal benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Client referred to Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Referral: _____ Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply ___ Part A ___ Part B ___ Part D What is the Client's Medicare Number (HIC Number)? _____ Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Please attach copy of Medicare card		
Responsible Party's Information (Guarantor):		
Name: _____		Phone: _____
Relationship to Client: _____		<input type="checkbox"/> Self
Address: _____		City: _____
State: _____		Zip Code: _____
<input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		
3rd Party Health Insurance Information		
Health Plan or Insurance Company (Not employer)		
Company Name: _____		Policy Number: _____
Street Address: _____		Group Number: _____
City: _____		Name of Insured Person: _____
State: _____ Zip: _____		Relationship to Client: _____
Insurance Co. phone number: _____		SSN of Insured Person (if other than client): _____
Please attach copy of insurance card (front & back) Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach copy of insurance card <i>(front & back)</i>		
Does the client has HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach copy of insurance card <i>(front & back)</i>		
Client Authorization		
I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.		
_____ Signature of Client or Authorized Person		_____ Date
Client refused to sign Authorization: <input type="checkbox"/> Please check, if applicable Date: _____ Reason _____ Name of Interviewer: _____ Phone Number: _____ Best time to contact _____ Fax completed copy to: MIS/Billing Unit (650)573-2110		

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Ravenswood Family Health Center
Name of Contractor


Signature of Authorized Official

Luisa Buadía
Name (please print)

CEO
Title (please print)

10/7/16
Date

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

DENISE CHAN

Name of Contractor(s):

Ravenswood Family Health Center

Street Address or P.O. Box:

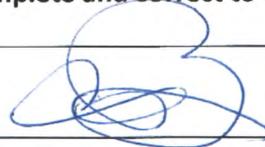
1885 Bay Road

City, State, Zip Code:

East Palo Alto, CA 94303

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

Signature:

 LUCIA BUDA

Title of Authorized Official:

CEO

Date:

10/7/16

*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: October 19, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise Rogers, Chief, Health System
Cassius Lockett, Director, Public Health, Policy and Planning

Subject: Acceptance of a Base Award Increase from the California Department of Public Health Tuberculosis Control Branch to provide a Tuberculosis Prevention and Control Program.

RECOMMENDATION:

Adopt a resolution authorizing the acceptance of a base award increase from the California Department of Public Health Tuberculosis Control Branch to provide tuberculosis prevention and control activities, increasing the amount by \$27,699, to an amount not to exceed \$356,407.

BACKGROUND:

The California Department of Public Health (CDPH) provides funding for Tuberculosis (TB) control activities, including the investigation of potential cases and administration of the directly-observed therapy program (DOT). On August 9, 2016, your Board approved an agreement with CDPH for a \$328,708 tuberculosis base award to provide these services.

DISCUSSION:

The increase in funding will be utilized to offset transportation expenses of staff providing case interviews and management, contact investigations, DOT, transportation of clients to appointments, and transportation of laboratory specimens.

The resolution contains the County's standard provisions allowing amendment of the County's fiscal obligations by a maximum of \$25,000 (in aggregate).

The agreement and resolution have been reviewed and approved by County Counsel as to form.

The acceptance of the award contributes to the Shared Vision 2025 outcome of a Healthy Community by providing funds to identify and case manage patients with TB to prevent spread of the disease. It is anticipated that approximately 63 active TB cases will be case managed by the TB Control Program to ensure they are no longer infectious, with exposed contacts investigated and managed accordingly.

PERFORMANCE MEASURE(S):

Measure	FY 2015-16 Actual	FY 2016-17 Projected
Number of active TB cases that will be case managed to ensure they are no longer infectious, with exposed contacts investigated and managed accordingly.	63	63

FISCAL IMPACT:

The term of the award remains July 1, 2016 through June 30, 2017. The amount of the base award was \$328,708. The increase adds \$27,699, for a new total of \$356,407. The revenue and expenditures associated with this award are included in the Public Health, Policy and Planning FY 2016-17 Adopted Budget. Since the County is receiving these awarded funds, there is no Net County Cost.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BASE AWARD INCREASE FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TUBERCULOSIS CONTROL BRANCH TO PROVIDE TUBERCULOSIS PREVENTION AND CONTROL ACTIVITIES, INCREASING THE AMOUNT BY \$27,699, TO AN AMOUNT NOT TO EXCEED \$356,407

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby the San Mateo County Tuberculosis Control Program shall receive a base award increase to provide tuberculosis prevention and control services; and

WHEREAS, the term of the agreement remains July 1, 2016 through June 30, 2017, and the amount is increased by a base award augmentation of \$27,699, for a new total amount not to exceed \$356,407; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of 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.

* * * * *

ACCEPTANCE OF AMENDED AWARD

San Mateo County Health Services Agency

Funding Period: July 1, 2016 through June 30, 2017

Amended Base Award: \$356,407

I hereby accept this award. By accepting this amended award, I agree to the requirements as described in the Standards and Procedures Manual for FY 2016-2017 and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

Authorized Signature

Date

Warren Slocum
Print Name

President, Board of Supervisors
Title



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: October 12, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise Rogers, Chief of the Health System
Kimberlee Kimura, Director, Health System Administration

Subject: Amendment to the Agreement with KRJ Design Group Inc. for Design and Space Planning Services

RECOMMENDATION:

Adopt a resolution authorizing an amendment to the agreement with KRJ Design Group Inc. to provide design and space planning services, increasing the amount payable by \$14,000, to an amount not to exceed \$114,000.

BACKGROUND:

On July 24, 2013, the Chief of the Health System (Chief) approved an agreement with KRJ Design Group (KRJ) to provide design and space planning services for the Health System (HS) to an amount not to exceed \$25,000, for a term through June 30, 2014.

On June 11, 2014, the Chief approved an amendment to extend the term of the agreement through June 30, 2015, and increased the amount by \$25,000 to an amount not to exceed \$50,000.

On March 3, 2015, the Chief approved a second amendment to extend the term through June 30, 2016, and increased the amount payable under the agreement by \$50,000 to an amount not to exceed \$100,000.

DISCUSSION:

KRJ was selected for their design work by the County Purchasing Department and works in conjunction with other County vendors who manage the County's inventory of configurable workstations to maximize savings. KRJ has helped the HS meet the changing space requirements of its workforce, most notably by reconfiguring its limited office space into ergonomic workstations.

Due to HS space constraints and ergonomic issues, the demand for design and space planning services was higher than anticipated. The current fiscal provisions are not sufficient to cover for services provided through June 30, 2016. As a result, it is necessary to amend the agreement to increase the contract amount by \$14,000 to an amount not to exceed \$114,000, so that KRJ can be compensated for its design and space planning services to San Mateo Medical Center (SMMC) through the end of the contract term.

Please note that this contract was previously amended for more than the standard Board-level provision of \$25,000 because it was originally a department level agreement and the standard provision was not applicable at that time. This amendment is coming to your Board late due to late invoices received from the vendor.

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

The resolution contains the County's standard provisions allowing amendment of the County's fiscal obligations by a maximum of \$25,000.

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring that HS employees have a safe and efficient work environment to provide valuable services to County residents. It is anticipated that 75% of the offices/workstations will adhere to the HS work space standards.

PERFORMANCE MEASURE(S):

Measure	FY 2014-15 Actual	FY 2015-16 Actual
Percentage of newly designed offices/workstations that adhere to the HS work space standards	50%	75%

FISCAL IMPACT:

The term of the agreement as amended, will remain July 1, 2015 through June 30, 2016. The amount of the agreement is not to exceed \$114,000. The amendment increases the amount payable under the agreement by \$14,000. Funds in the amount of \$14,000 are included in the SMMC FY 2016-17 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 the County's General Fund contribution to SMMC, and are within the existing annual appropriation.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH KRJ DESIGN GROUP INC. TO PROVIDE DESIGN AND SPACE PLANNING SERVICES, INCREASING THE AMOUNT PAYABLE BY \$14,000, TO AN AMOUNT NOT TO EXCEED \$114,000

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

WHEREAS, on July 24, 2013, the Chief of the Health System (Chief) approved an agreement with KRJ Design Group Inc. (KRJ) to provide design and space planning services for the Health System (HS); and;

WHEREAS, on June 11, 2014, the Chief approved an amendment to extend the term of the agreement through June 30, 2015, and increased the amount payable under the agreement by \$25,000 to an amount not to exceed \$50,000; and

WHEREAS, on March 3, 2015, the Chief approved a second amendment to extend the term of the agreement through June 30, 2016, and increased the amount payable under the agreement by \$50,000 to an amount not to exceed \$100,000; and

WHEREAS, KRJ has helped the HS meet the changing needs of its workforce by reconfiguring its limited office space into state-of-the-art ergonomic workstations; and

WHEREAS, owing to the need for additional reconfiguration in HS beyond that is covered by the amounts presently authorized under the agreement, additional funds are needed to complete this work; and

WHEREAS, HS staff has requested that this Board approve a third amendment waiving the Request for Proposals process so additional funding can be made available and outstanding invoices can be paid; and

WHEREAS, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the RFP process where it is determined that the best interest of the County could be served without the necessity of a proposal; and

WHEREAS, this Board has determined it is in the best interest of the County to waive the RFP process; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED that the RFP process for said agreement is hereby waived.

BE IT FURTHER RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said third amendment 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.

* * * * *

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KRJ DESIGN GROUP, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KRJ Design Group, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on June 24, 2013, to provide design and space planning services for the term of July 1, 2013 through June 30, 2014, in an amount not to exceed \$25,000; and

WHEREAS, the parties amended the Agreement on June 11, 2014, extending the term of the agreement through June 30, 2015, and increasing the amount by \$25,000, to an amount to the amount not to exceed \$50,000; and

WHEREAS, the parties further amended the Agreement on March 3, 2015, to extend its term through June 30, 2016, increasing the amount by \$50,000, to an amount to the amount not to exceed \$100,000; and

WHEREAS, the parties wish to further amend the agreement to increase the amount payable to the agreement by \$14,000, to an amount not to exceed \$114,000.

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

1. Section 3 of the agreement, **PAYMENTS as amended**, is replaced in its entirety with the following:

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

FOURTEEN THOUSAND DOLLARS (\$114,000).

2. Exhibit A to the Agreement is deleted and replaced in its entirety with revised Exhibit A (rev. 9/28/16), a copy of which is attached to this amendment and incorporated into the Agreement by this reference.

3. A new Section 18 is added to the Agreement to read as follows:

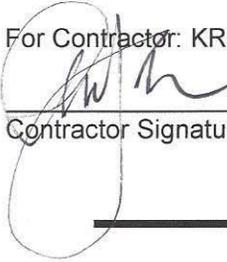
18. Compliance with County Employee Jury Service Ordinance. Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

2

4. **All other terms and conditions of the agreement dated June 24, 2013, between the County and Contractor as amended herein shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: KRJ Design Group



Contractor Signature

10/19/16
Date

ANDREA JOHNSON
Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A" (Rev. 09/28/16)
Agreement No.

Agreement between the County of San Mateo and KRJ Design Group Inc.

I. Description of Services to be Performed by the Contractor

Space planning, workstation evaluation, and design projects for all Divisions of the Health System as authorized by the Chief of the Health System. Tasks and assignments may include:

1. Interviewing staff members in areas concerned with moves to determine needs, preferences, requirements, and compliance with federal, state and local workspace regulations.
2. Providing information and assistance about more efficient ways to use space, ergonomic furnishings, and regulations affecting working space, filing, and storage needs.
3. Preparing preliminary floor plan layouts for review.
4. Coordinating with Public Works and Information Services departments to determine wiring and electrical needs. Field verifying areas affected and including symbols identifying new and existing electrical/computer connections in the floor plans.
5. Reviewing floor plans to include updates and changes and preparing final layouts, indicating panel sizes, electrical/communications symbols, and components required.
6. Assisting in reconfiguration and relocation of existing Pleion workstations and providing advice to use space in the most efficient manner.
7. Proposing additional uses of Pleion workstations in areas where space may be limited.
8. Evaluating existing furnishings to reuse whenever possible and recommending new items needed.
9. Forwarding appropriate information regarding equipment/Pleion/furniture to Corporate Environments or other vendor(s) as designated by County.

II. Amount and Method of Payment

Invoices shall be submitted for a work fee of EIGHTY-FIVE DOLLARS (\$85) per hour for Project Designer and ONE HUNDRED FIFTEEN DOLLARS (\$115) for Principal. Contractor shall indicate on invoices at the end of each project the hours and amount to be charged to each Division within the Health System. The total amount payable under this agreement not to exceed ONE HUNDRED FOURTEEN THOUSAND DOLLARS, (\$114, 000).

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



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: October 14, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors
From: Louise Rogers, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services
Subject: Amendment to the Agreement with California Department of Aging for Title III and VII Older Americans Act of 1965 Funding

RECOMMENDATION:

Adopt resolutions:

- A) Authorizing an amendment to the agreement with the California Department of Aging (CDA) to increase Title III and VII Older Americans Act of 1965 Funding in the amount of \$174,824, in an amount not to exceed \$3,059,641; and
- B) Authorizing an Appropriation Transfer Request in the amount of \$174,824, recognizing and transferring Unanticipated Revenue in Older Americans Act of 1965 Funding to Other Charges for nutrition and supporting community-based services.

BACKGROUND:

On April 26, 2016, your Board, as the Area Agency on Aging (AAA), approved the Area Plan for Services for Older Adults and Adults with Disabilities (Plan) 2016-20. This Plan provides a profile of the County's senior population, identifies goals and makes recommendations for services to be funded with San Mateo County's Older Americans Act of 1965 (OAA) funds. The Plan, along with an annual budget, fulfills the California Department of Aging's requirements and generates an agreement for funding.

AAS contracts with a variety of community-based agencies to implement programs that achieve the Plan's goals and objectives with OAA funding. These programs include adult day/adult day health care, congregate nutrition, elder abuse prevention, elder abuse education and training, family caregiver support, health promotion, home-delivered meals, legal assistance, nutrition counseling, nutrition education, ombudsman program, information and assistance, employment and transportation services. The services provided through these programs have served an average of 32,000 clients

annually for the past three years, helping at-risk individuals remain in the most independent setting possible.

On June 21, 2016, your Board approved an agreement with CDA to accept Older Americans Act funds for Title III and Title VII Programs for the term July 1, 2016 through June 30, 2017 in the amount not to exceed \$2,884,817.

DISCUSSION:

This amendment increases federal funds by \$174,824 for nutrition and supportive community-based services provided under the agreement.

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

This agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing home- and community-based services to individuals aged 60 and above. It is anticipated that approximately 32,500 individuals (60 and above) will receive home and community-based services through the AAA.

PERFORMANCE MEASURE(S):

Measure	FY 2015-16 Actual	FY 2016-17 Projected
The number of seniors (over 60) who receive home- and community-based services through the AAA	32,000	32,500

FISCAL IMPACT:

The term of the agreement is July 1, 2016, through June 30, 2017. The amount of the revised agreement is not to exceed \$3,059,641 for a one-year term. There is no Net County Cost. Through Board acceptance of this Appropriation Transfer Request, unanticipated revenue of \$174,824 and corresponding appropriations will be added to the AAS FY 2016-17 Adopted Budget.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF AGING TO INCREASE TITLE III AND VII OLDER AMERICANS ACT OF 1965 FUNDING IN THE AMOUNT OF \$174,824, IN AN AMOUNT NOT TO EXCEED \$3,059,641

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

WHEREAS, On April 26, 2016, your Board, as the Area Agency on Aging (AAA), approved the Area Plan of Services for Older Adults and Adults with Disabilities 2016-20 (Plan). This Plan provides a profile of the County's senior population, identifies goals, and makes recommendations for services to be funded with San Mateo County's Older Americans Act of 1965 (OAA) funds. The Plan, along with an annual budget, fulfills the requirements of the California Department of Aging (CDA) and generates an agreement for funding; and

WHEREAS, On June 21, 2016, your Board approved an agreement with CDA for funding of the OAA Title III and Title IV programs for FY 2016-17 in the amount of \$2,884,817; and

WHEREAS, the parties now wish to amend this agreement to increase the state funding by \$174,824 for a new amount of \$3,059,641; and

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

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

* * * * *

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Two Pages

AGREEMENT NUMBER AP-1617-08	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Department of Aging
CONTRACTOR'S NAME
County of San Mateo
2. The term of this Agreement is July 1, 2016 through June 30, 2017
3. The maximum amount of this \$ 3,059,641.00 Agreement after this amendment is: Three million fifty-nine thousand six hundred forty-one and 00/100 dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Contract Amendment increases funds provided to the Contractor by \$ 174,824.00.

The attached Budget Displays pages 13 and 14, dated 9/30/2016 hereby replaces the Original Exhibit B - Budget Display, pages 13 and 14 dated 7/1/2016.

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

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of San Mateo</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <u>225 37th Ave, Room 140 San Mateo CA 94403-4324</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>California Department of Aging</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Glenn Wallace, Manager, Contracts and Business Services Section</u>		
ADDRESS <u>1300 National Drive, Suite 200, Sacramento, CA 95834</u>		

Exempt per: AG OP 80-111

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST

REQUEST NO.
ATR 17-008

DEPARTMENT
HEALTH SYSTEM – AGING AND ADULT SERVICES

DATE
OCTOBER 3, 2016

1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	VARIOUS	1952	\$127,068	SEE ATTACHED
	VARIOUS	1767	\$47,756	SEE ATTACHED
To	VARIOUS	6169	\$174,824	SEE ATTACHED

Justification. (Attach Memo if Necessary)

Adopt a Resolution authorizing an Appropriation Transfer Request recognizing unanticipated revenue in Aging and Adult Services of \$174,824 from federal and state Older Americans Act funds per agreement AP-1617-08 Amendment #1 and making corresponding appropriations in Other Charges.

BY: DEPARTMENT HEAD



DATE:

10/20/16

BY: BUDGET DIRECTOR

DATE:

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

BY: COUNTY CONTROLLER

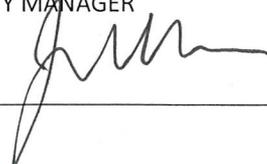


DATE:

11/14/16

3. Approve as Requested Approve as Revised Disapprove
- Remarks:

BY: COUNTY MANAGER



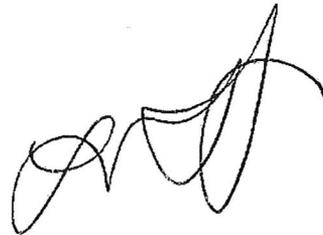
DATE:

11-17-16

Attachment to October 5, 2016 Health System – Aging and Adult Services \$174,824 ATR request:

FUND OR ORG.	ACCOUNT	AMOUNT	DESCRIPTION
From:			
57073	1952	\$ 19,567	FEDERAL AID – AGING AND ADULT - UNANTICIPATED
57074	1952	1,648	FEDERAL AID – AGING AND ADULT - UNANTICIPATED
57076	1952	44,705	FEDERAL AID – AGING AND ADULT - UNANTICIPATED
57077	1952	35,546	FEDERAL AID – AGING AND ADULT - UNANTICIPATED
57079	1952	25,602	FEDERAL AID – AGING AND ADULT - UNANTICIPATED
Subtotal		<u>\$ 127,068</u>	
57073	1767	\$ 14,574	STATE AID – AGING AND ADULT - UNANTICIPATED
57079	1767	33,182	STATE AID – AGING AND ADULT - UNANTICIPATED
Subtotal		<u>\$ 47,756</u>	
Total		<u><u>\$ 174,824</u></u>	

To:			
57073	6169	\$ 34,141	PSP – AGING AND ADULT
57074	6169	1,648	PSP – AGING AND ADULT
57076	6169	44,705	PSP – AGING AND ADULT
57077	6169	35,546	PSP – AGING AND ADULT
57079	6169	58,784	PSP – AGING AND ADULT
Total		<u><u>\$ 174,824</u></u>	

 11/9/16



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: November 2, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Donna Vaillancourt, Human Resources Director
Subject: Agreement with Cornerstone OnDemand, Inc.

RECOMMENDATION:

Adopt a resolution authorizing an agreement with Cornerstone OnDemand, Inc. to provide a Learning Management System for the County, Courts, and Consortium, for the term October 31, 2016 through October 30, 2019, in an amount not to exceed \$579,000.

BACKGROUND:

On October 24, 2006, your Board approved an agreement with Cornerstone OnDemand, Inc. (Cornerstone) to provide a Countywide Learning Management System (LMS) pursuant to a request for proposal. The agreement was subsequently extended in 2009 and 2014. The current extension agreement expired on October 30, 2016.

The LMS has provided the County with many capabilities and benefits which include:

- Ability to create, deliver, track, and report on classroom training as well as countywide and department-specific online courses;
- Ability for all employees to sign up for classes online anytime and anywhere;
- Tracking and reporting on employee training participation for compliance, audit, accreditation and/or legal purposes.

DISCUSSION:

Over the past nine years, the Human Resources Department has worked closely with all departments implementing the various modules of the LMS to provide a consistent, countywide system that includes learning, reporting and analytics, knowledge bank, and compliance. All departments have committed to utilizing this system to meet their training and compliance needs.

As a member of the Regional Training and Development Consortium for Public Agencies (Consortium), the County onboarded six cities onto the County's LMS, thereby leveraging the platform for the Consortium's economic benefit. Our current LMS also has the ability to allow our community partners to use our system through an extended enterprise capability.

Additionally, the Courts have agreed to rejoin the County's LMS and will once again become active users of the system.

Cornerstone was initially selected through an RFP process and the services provided and costs remain very competitive. Based on the vendor's past performance, as well as the financial incentives they are offering, we believe it is in the County's best interest that the Board waive the RFP process.

The resolution contains the County's standard provisions allowing amendments of the County's fiscal obligations by a maximum of \$25,000 (in aggregate).

The resolution and agreement have been reviewed and approved by County Counsel as to form. In addition, the Information Services Department has reviewed the agreement.

Approval for this agreement contributes to Shared Vision 2025 outcome of Collaborative Community by providing employees tools and the opportunities to develop their skills in order to enhance organizational effectiveness.

PERFORMANCE MEASURES:

Measure	FY 2015-16 Actual	FY 2016-17 Projected
Percent of departments using LMS to track and report on training activities	95%	96%
Percent of employees completing 20 or more Training Hours	47%	50%

FISCAL IMPACT:

Costs associated with the three-year agreement will not exceed \$579,000, which reflects \$429,000.00 in licensing costs, \$100,000.00 if the County exercises its option to purchase eLearning content, and \$50,000.00 if the County wishes to purchase additional services. Appropriations are included in the Human Resources Department's budget and will be offset by user-departments. There is no impact to Net County Cost.

RESOLUTION NO. .

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

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH CORNERSTONE ONDEMAND, INC. TO PROVIDE A LEARNING MANAGEMENT SYSTEM FOR THE COUNTY, COURTS, AND CONSORTIUM, FOR THE TERM OCTOBER 31, 2016 THROUGH OCTOBER 30, 2019, IN AN AMOUNT NOT TO EXCEED \$579,000.

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

WHEREAS, the County desires to enter into an agreement with Cornerstone OnDemand, Inc. to continue providing a Learning Management System for the County, Courts, and Consortium that will include an eLearning component, certifications, content hosting and delivery, and tracking and reporting on employee training participation for the term October 31, 2016 through October 30, 2019 for a total obligation not to exceed \$579,000; and

WHEREAS, the Board has approved an agreement with Cornerstone OnDemand, Inc. in 2006 to provide a Countywide Learning Management System (LMS) pursuant to a request for proposal. The agreement was subsequently extended in 2009 and 2014. The current agreement expired on October 30, 2016.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby waives the Request for Proposal process;

BE IT FURTHER RESOLVED that the President of this Board is hereby authorized and directed to execute said contract agreement for and on behalf of the

County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto;

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

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CORNERSTONE ONDEMAND, INC.**

THIS AGREEMENT, entered into this _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CORNERSTONE ONDEMAND, INC., hereinafter called "Contractor" or "Cornerstone";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing a countywide Learning Management System (LMS) for the County, Consortium, and the Courts.

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

1. Definitions

"County or Client" means the County of San Mateo and **"Contractor"** means Cornerstone OnDemand, Inc.

"Active User" means, in a given calendar month, a user established on the Software (defined below) with a designation of "active" at any time during that month.

"Affiliate" means a party that partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, County.

"Confidential Information" means non-public information of Cornerstone or County to which the other party may have access, including, but not limited to, any Product (defined below), which information a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" by the Disclosing Party (defined below). "Confidential Information" does not include information whereby it can be established conclusively by the Receiving Party (defined below) that such Confidential Information: (i) was publicly known prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known after disclosure by the Disclosing Party through no wrongful action or omission of the Receiving Party or any of its employees, contractors, or agents; (iii) was already rightfully in possession of the Receiving Party at the time of disclosure by the Disclosing Party; or (iv) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information. **Furthermore, "Confidential Information" does not include any information required by law to be publicly disclosed.**

"Content" means any and all web-based courses, instructor-led training, and/or just-in-time training licensed by or on behalf of County and/or any of its Active Users directly from Cornerstone; provided, however, that Content shall not include any Excluded Content (defined below).

“Custom Software” means any and all Software (defined below) that has been modified in any way at the request of County.

“Disclosing Party” means a party that discloses Confidential Information.

“Documentation” means any and all implementation materials or other printed or electronic materials provided by Cornerstone to County or made available by Cornerstone to County, subsequent to the Effective Date (defined below), which relate to County’s use of the Software (defined below).

“Excluded Content” means any and all web-based courses, instructor-led training, and/or just-in-time training hosted by Cornerstone, but are licensed by County directly from a third party or are proprietary content of County.

“Implementation” means Cornerstone’s initial implementation, deployment, and training relating to the Software (defined below).

“Intellectual Property Right” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising under the laws of the United States or any other jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.

“Products” means any and all Content, Documentation, Services (defined below), work product resulting from Services, and Software (defined below).

“Receiving Party” means a party other than Cornerstone or County that receives Confidential Information from a Disclosing Party.

“Service” means any service rendered by Cornerstone to County, including, but not limited to: (i) licensing and/or hosting of the Software (defined below); (ii) licensing, hosting, delivery, and/or distribution of Content and/or Excluded Content; (iii) provision of second tier customer and/or technical support for the Software; (iv) provision of training; (v) development and licensing of Custom Software; (vi) implementation of the Software; and/or (vii) any consulting service.

“Software” means: (i) any and all software on which Cornerstone operates, including all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as Custom Software; (ii) Cornerstone’s proprietary, ASP-managed platform, or any variation thereof, providing County with a human capital management portal configured for some or all employees of County. “Software” includes neither Content nor Excluded Content.

2. Exhibits and Attachments

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

Exhibit A— Schedule of Fees and Services

Exhibit B— Service Level Agreement and Description of Products and Services

Exhibit C – List of Departmental (Organizational Unit) Administrators and 5 County Administrators - List of names to be provided by County

Attachment I—504 Compliance

Attachment IP – Intellectual Property

3. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "A", Contractor shall provide all Products purchased by the County and perform all services in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A, B, & C".

Any and all Services shall be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof. As of October 31, 2016 the County has purchased Products according to the prices and quantities set forth in Exhibit A and B.

4. Cornerstone's Obligations

- a) Support. Cornerstone shall provide the following types of support to County:

Administrative/User Support. Cornerstone shall provide second level asynchronous support for up to five (5) of Countywide system administrators and thirty (30) departmental-specific system administrators whose names are set forth on Exhibit D. County acknowledges that its Active Users will initially contact County's internal administrators and/or help desk for first level support. If the administrator/help desk cannot resolve the issue, a County administrator (but not the Active User) may contact Cornerstone support via email, or phone.

Response Times. Cornerstone will respond to each request for corrective maintenance (which excludes requests for new or enhanced functionality or design ideas) based upon the priority of the problem, as set forth below:

Priority 1—A problem such that (i) the Cornerstone URL

(<http://sanmateocounty.csod.com>) produces no results or (ii) County's authorized users cannot login to Cornerstone after repeated attempts.

Cornerstone will respond to a Priority 1 notice within four (4) hours of notice thereof and will continue its efforts to resolve the problem without interruption; provided, however, that Cornerstone will use all commercially reasonable efforts to resolve the problem or provide a reasonable workaround within six (6) hours after notice thereof.

Priority 2—A significant technical problem that relates to the functionality of the Software and precludes productive use of a portion of the Software. Cornerstone will respond within twelve (12) business hours of notice thereof and will continue its efforts to resolve the problem without interruption during Cornerstone's normal business hours; provided, however, that Cornerstone will use all commercially reasonable efforts to resolve the problem or provide a reasonable workaround within three (3) business days after notice thereof.

Priority 3—An inconvenient technical problem that does not affect the productive use of the Software. Within a reasonable time period, Cornerstone will use all commercially reasonable efforts to resolve the problem with changes to Documentation or in a future release.

Priority 1 Technical Support. Cornerstone will make a toll-free telephone number available to County solely for the purpose of reporting Priority 1 technical issues

with the Cornerstone Software to Cornerstone outside of normal business hours (7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding national holidays).

- b) Cornerstone Service Level Standards. Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods).
- c) Remedy. In the event that Cornerstone has not complied in all material respects with its obligations set forth in Section 4(a) or Section 4(b) above, then, for each calendar day thereafter that Cornerstone has not so complied, County will be entitled, as its sole and exclusive remedy therefore, to a payment from Cornerstone or credit against the next bill equal to 1/365th of the amount of the annual fees for Software as indicated on Schedule B below, and subject to Sections 4(d) (County Assistance) and 22(1) (Force Majeure) below.
- d) County Assistance. County agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems caused by hardware or software not provided by Cornerstone.

5. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and "B", except as otherwise expressly agreed to by the parties in writing, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A" and "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 FIVE HUNDRED SEVENTY-NINE THOUSAND DOLLARS over the course of **three years**. Awarding this contract does not ensure that the County will spend the total amount of this Agreement. County is not obligated to purchase any optional products and services.

6. Software License

Grant. Subject to the terms and conditions of this Agreement, and solely for the Term, Cornerstone hereby grants to County a worldwide, nonexclusive, non-sublicensable, non-transferable limited license to use the Software ordered and paid for by County solely as a human capital management system as set forth in Documentation and this Agreement.

Restrictions. In no event shall County or its employees, contractors, agents, or Affiliates use or deploy any of the Products: (i) in violation of applicable laws, rules or

regulations; (ii) for commercial exploitation; or (iii) for any reason other than for the Products' intended purpose as set forth in the Documentation and/or this Agreement. Further, County shall not, and shall cause its employees, contractors, agents and Affiliates not to: (i) copy all or any portion of the Products; (ii) modify, translate or create any derivative works based upon any of the Products; (iii) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from any of the Products or any part thereof; (iv) make any of the Products available to any unauthorized third parties; (v) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer any of the Products; (vi) perform, or release the results of, benchmark tests or other comparisons of any of the Products with other software, services, or materials; (vii) permit any of the Products to be used for or in connection with any facility management, service bureau or time-sharing purposes, services or arrangement, or otherwise used for processing data or other information on behalf of any third party; or (viii) use any of the Products other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 6, Contractor may immediately terminate this Agreement, in addition to any of its other remedies available at law or in equity.

Proprietary Rights. Except for the limited licenses expressly granted herein, as between the parties, Contractor will and does retain all rights, titles and interest (including, without limitation, all Intellectual Property Rights) in and to all of the Products and all derivatives, modifications or enhancements to any of the Products. County agrees, at Contractor's sole cost, to take any action reasonably requested by Contractor to evidence, maintain, enforce or defend Contractor's Intellectual Property Rights to the extent such action relates to County's use of the Software. County shall not take any action to jeopardize, encumber, limit or interfere in any manner with Contractor's or its licensors' ownership of and rights with respect to any of the Products. All rights relating to the Products not expressly licensed to County hereunder are hereby expressly reserved by Contractor

License Covers all Current and Future County Users. Subject to all of the other terms and conditions of this Agreement, County may allow any Affiliate to license and use the Software and/or Services provided by this Agreement, subject to the maximum number of Active Users set forth in this Agreement; provided, however, that County shall be responsible for the payment of all fees and costs associated therewith, shall ensure the compliance by any such Affiliate and its end users with the terms and conditions of this Agreement, and shall be responsible for any breach of such terms and conditions by such Affiliate and/or its end users.

7. Term, Renewal, and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 31, 2016 through October 30, 2019. Prices shall remain constant for the first three (3) years of the Agreement. Thereafter, Software fees shall not increase by more than five percent (5%) per annum.

Termination.

This Agreement may be terminated by Contractor or by the Human Resources Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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, with the exception of Products, 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. Immediately following the termination of this Agreement, County shall cease using all Products and shall return to Contractor all Documentation (as defined in Section 1 of the Agreement) and Confidential Information provided or made available to County (or, at Contractor's option, certify in writing that all Documentation and Confidential Information (as well as all copies thereof) have been destroyed. 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.

- a) Material Breach. Without limiting any other rights or remedies that either party may have at law or in equity, either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder (other than payment obligations), and such breach has not been materially cured within forty-five (45) days of its receipt of written notice describing the breach in reasonable detail. In the event a payment obligation is breached, the non-breaching party may terminate this Agreement, without limiting any other rights or remedies that such party may have, if the breaching party has not cured such payment breach within ten (10) days after it has received written notice of such breach.

- b) Bankruptcy Events. Either party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

8. 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.

9. 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.

10. 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) or 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.

The County shall indemnify and save harmless Contractor, 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 the County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) or any sanctions, penalties, or claims of damages resulting from County's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of the County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

11. 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, upon discovery, terminate this Agreement. County hereby consents in writing to allow Data Return, a contractor of Contractor, to protect, secure, host, and/or manage County's Active User data.

12. 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 County Risk Management, and Contractor shall use diligence to obtain such issuance 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 Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any

sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

Comprehensive General Liability	\$1,000,000
Motor Vehicle Liability Insurance	\$1,000,000
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.

13. 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.

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.

14. 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:
 - 1. termination of this Agreement;
 - 2. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3. liquidated damages of \$2,500 per violation;
 - 4. 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.

15. Compliance with Contractor Employees 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.

16. 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.

17. Merger Clause

This Agreement, including Exhibits A, B, C and D 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 the body of this 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 the body of this Agreement shall prevail. Any prior agreements, 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.

18. 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.

19. Disclosure of Confidential Information.

- a) Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties, except as mandated by law (including, but not limited to, the Public Records Act); (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive for three (3) years after termination of this Agreement.
- b) Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

20. Disclaimers of Warranties

- a. General. Except to the extent expressly provided for in this Agreement, the products are provided "As Is," and the County's use of the products is at its own risk. Except to the extent expressly provided for in this Agreement, Cornerstone does not make, and hereby disclaims, any and all warranties, whether implied or express, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage or trade practice. Except as set forth in the Service-Level Agreement in Section 4 above, Cornerstone does not warrant that the products will be uninterrupted, error-free, virus-free, or completely secure.
- b. Internet. The products are subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Except for the failure to maintain the Service-Level Agreement set forth in Section 4 above, Cornerstone is not responsible for any delays, delivery failures, or other damage resulting from such problems.
- c. Liability.
 1. Limitation of Liability. Cornerstone will not be liable for lost profits, lost revenue, lost business opportunities, loss of data, interruption of business, providing replacement software or services, or any other indirect, special, punitive, incidental or consequential damages arising

out of or related to this Agreement regardless of the theory of liability, even if it has been advised of the possibility of such damages. The parties acknowledge that the fees agreed upon between County and Cornerstone are based in part on these limitations, and that these limitations will apply notwithstanding any failure of any essential purpose of any limited remedy.

2. **Maximum Liability.** Cornerstone's maximum aggregate liability to County pursuant to this Agreement, including, without limitation, pursuant to Section 10, will be limited to the greater of: (I) Total amount of the software fees paid to Cornerstone by County hereunder for the twelve-month period immediately preceding the date the cause of action arose; or (II) The sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00). The existence of more than one claim shall not expand such limit.

21. Jurisdiction

Cornerstone and the County agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of San Mateo, and Cornerstone and the County hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

22. Miscellaneous Provisions

1. *ForceMajeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
2. *Counterparts; Facsimile.* This Agreement may be executed in any number of counterparts and in facsimile, each of which shall be an original but all of which together shall constitute one and the same instrument.
3. *No Third Party Beneficiaries.* The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.
4. *Severability.* If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision

shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

5. *Independent Contractors.* County and Cornerstone are independent entities, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between County and Cornerstone. Each party understands that they do not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
6. *Headings.* The headings of the sections of this Agreement are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
7. *No Waiver.* No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
8. *Non-Solicitation.* For the duration of this Agreement, and for a one-year period from the date of the termination of this Agreement, the County's Information Services Department shall not: (i) solicit for employment or engagement, directly or indirectly through any other entity, any then current employee of Cornerstone; or (ii) solicit or attempt to convince any customer or vendor of Cornerstone to terminate its relationship with Cornerstone. If the County's Information Services Department breaches any of its obligations in this section, Cornerstone shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

23. 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:

Rocio Kiryczun
Deputy Director
San Mateo County Human Resources Department
455 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Cornerstone OnDemand, Inc.
1601 Cloverfield Boulevard, Suite 620
Santa Monica, California 90404

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Cornerstone OnDemand, Inc.

DocuSigned by:
Adam Miller
4E07A280FE5B4C2...

Contractor's Signature

Date: November 29, 2016

DocuSigned by:
Adam Weiss
7C0AF6B50FBB458...
SVP Administration & General Counsel

EXHIBIT A SCHEDULE OF FEES AND SERVICES

Subject to the terms of the Agreement, Contractor shall provide the following services, and the County shall pay the Contractor based on the following fee schedule and terms:

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the “**Agreement**”). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Product Name*	Quantity	Annual Fee(s)
Extended Enterprise - User Based Licensing	<1,981	\$23,772.00
Learning (with Certification Management)	<5,882	\$105,876.00
Unlimited Video Hosting and Delivery	<1	\$5,000.00
Data Load Wizard	<1	\$2,500.00
Basic Training (County + Consortium)	<12	\$5,700.00
Extended Enterprise – Transactions	<1,000	included
ANNUAL FEE SUBTOTAL		\$142,848.00
FIRST YEAR GRAND TOTAL		\$142,848.00
SECOND YEAR GRAND TOTAL		\$142,848.00
THIRD YEAR GRAND TOTAL		\$142,848.00

See <http://www.cornerstoneondemand.com/support> for detailed support descriptions. Support package selected above applies to all subsequent Orders except where otherwise stated. Any amendments or addenda to this Order shall be subject to mutual written agreement of the parties.

County has allocated an additional (i) \$100,000 for optional purchases of eLearning Content; and (ii) \$50,000 for optional purchases of Services.

Notes:

*These non-refundable fees are invoiced on the Effective Date and each anniversary thereafter, as applicable (notwithstanding, the optional fees shall be invoiced if and when those services are ordered by County). Any and all reasonable travel expenses arising from and/or relating to current or future Implementation and/or Consulting Services performed by Cornerstone, including, but not limited to, airfare, lodging, meals, and ground transportation, shall be reimbursed by the County, so long as such expenses do not exceed the total payment for services under this Agreement as set forth below.

**In connection with the Implementation, County shall provide the necessary resources to scope the Implementation and shall also: (i) ensure project team attendance and active participation during all phases of the Implementation project and all status meetings; (ii) formally accept (sign-off) all key deliverables and Implementation Services; (iii) manage project staffing and milestones; (iv) manage project status and ensure completion of County project deliverables; (v) participate in configuration reviews; (vi) identify training attendees and ensure their availability; (vii) validate and

ensure available technical environment (high speed web access for all attendees during the training session); (viii) review User Procedures with Training attendees; (ix) become self-sufficient in product administration; (x) maintain responsibility for any configuration changes after the Implementation; (xi) provide a primary point of contact for Contractor after the Implementation; (xii) ensure proper communication to end-users during Implementation in preparation for rollout; and (xiii) manage change management, communication, and rollout plans. Contractor and County agree that: (i) County Implementation requests or requirements beyond the scope of the Implementation process described in Exhibit A and B, and/or (ii) County decisions that cause delays in Implementation, shall be subject to a change order.

Invoices and Payment. Payment of fees will be due within 30 days after the receipt of invoice, except where this Agreement prescribes different payment dates. All payments must be made in U.S dollars. Late payments hereunder will accrue interest at a rate of 1½% per month, or the highest rate allowable by law, whichever is lower. In any event, the total payment for services under this Agreement shall not exceed FIVE HUNDRED SEVENTY-NINE THOUSAND DOLLARS, (\$579,000.00) over the course of **three years**. Awarding this contract does not ensure that the County will spend this entire amount. County is not obligated to purchase any optional products and services. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Consulting Services – invoiced monthly at \$200/hour in accordance with an associated Statement of Work.

Exhibit B

Service Level Agreement and Products and Services Description

SERVICE LEVEL AGREEMENT (STANDARD)

This Service Level Agreement is subject to the terms and conditions of Client's agreement with Cornerstone (the "Agreement"), and does not become operative until Client has signed off on Implementation and Client's portal is live on Cornerstone's production environment. For clarity, this Service Level Agreement applies only to "live" portals.

DEFECTS

A "Defect" is a technical defect with the Cornerstone application and/or those portions of software integrations within Cornerstone's control. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Cornerstone, subject to the following definitions and parameters.

Major Defects

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Cornerstone URL produces no results, or (ii) Client's authorized users cannot log in to Cornerstone's application after repeated attempts. "Severity 1" does not include downtime for maintenance.
- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire application module (e.g., Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
Initial Notification	One (1) hour via an Incident Report	
Status Updates	Every two (2) hours until resolution or as indicated in the Incident Report	
Resolution	Twelve (12) hours	Twenty-four (24) hours
Remedy	In the event that Cornerstone has not complied with its "Resolution" obligations set forth above, then, for each calendar day (or portion thereof) that Cornerstone has not so complied, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.	

Minor Defects

- **Severity 3 (S3):** A Defect in one or more application features.

For "Severity 3" Defects, Client determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.

As a guideline, below are some examples of the three priority levels:

- **Priority 1** = A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. "I get mad whenever I think

about it not working.” *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*

- **Priority 2** = A feature that is annoying when it doesn’t work, but multiple users are not prevented from progressing with important tasks. A work-around exists. “I get annoyed but can deal with it not working.” *An example: Users’ transcripts do not accurately reflect course completions. A temporary work-around is available via Cornerstone manually running reports for the client to access this data.*
- **Priority 3** = A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. “I can deal with it.” *An example: An image is scaled too large on certain printed transcripts.*

	S3/P1	S3/P2	S3/P3
Case Generation	Upon submission		
Diagnosis/ Validation	Four (4) days	Six (6) business days	Twenty-one (21) business days
Status Updates	Available 24/7 via MySuccess		
Resolution	Thirty (30) calendar days	Sixty (60) calendar days	Within a reasonable time period
Escalation	A Client business stakeholder (i.e., not a Client administrator) may escalate an S3/P1 defect to the Global Product Support Manager with a written statement of business impact relating to the Defect. Cornerstone may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.	N/A	N/A
Remedy	In the event that Cornerstone has not complied with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then Client shall give Cornerstone prompt, written notice of such non-compliance. If, after five (5) business days from receipt of such notice of non-compliance, Cornerstone still has not resolved the problem, then Client shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit** against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.		N/A

GENERAL QUERIES

Cornerstone endeavors to respond to all general queries about the application within one (1) business day.

OFFLINE PLAYER AND MOBILE SUPPORT

For Offline Player, Cornerstone support is limited to **troubleshooting one model PC in Client’s environment that meets the minimum technical requirements specified by Cornerstone** (requirements available in the Cornerstone Success Center). It is the responsibility of the primary administrator to ensure all other machines in their environment conform to the model PC requirements. Should Client desire troubleshooting assistance with issues other than on the model PC, Cornerstone may be available to provide support services for an additional fee. Client agrees to provide WebEx access (or other means of remote diagnostics) to the model PC upon request to aid troubleshoot efforts.

Cornerstone will periodically release new versions of Offline Player and its mobile applications. Accordingly, technical support will be available for the then-current version and immediate prior version only. In addition, if a code change or update is required to resolve an issue, Client may be required to upgrade to the then-current version.

Client's primary administrator is responsible for ensuring that the Offline Player and mobile applications are kept up-to-date, including applying available software updates.

SOFTWARE AVAILABILITY

Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm US Pacific Standard Time on Fridays). In the event that Cornerstone has not complied with this Software availability obligation, then, for each 0.3% (or portion thereof) of availability below 99.5%, Client will be entitled, as its sole and exclusive remedy therefor, to a credit** against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.

**To claim a credit, Client must submit a credit request within thirty (30) days of the event giving rise to a credit. Upon receiving the request, Cornerstone shall have five (5) business days to respond.

Standard Functionality

Home

- Welcome: The Welcome page is personalized to give each user access to relevant system information, and may be configured by Organizational Unit.
- Edit Preferences: Users may edit limited personal details, such as email address, Cornerstone Enterprise password, and vacation status.

System Admin

- Corporate Preferences: Define the look and feel of Cornerstone Enterprise to fit the culture of your enterprise. Administrators can also set up support information and define their fiscal year end date to facilitate reporting.
- Users: A complete list of every user registered with Cornerstone Enterprise, this function is useful to look up individual users or groups of users. In this section it is also possible to see which rights a user has and which users have certain rights.
- Email Administration: Enables administrators to configure emails based on a number of pre-defined email triggers.
- Organizational Units: Enables the creation and editing of hierarchically-based organizational units (OUs), such as divisions, positions, and cost centers. Enables the creation of groups which combine other organizational units into custom OUs. Once established, many system preferences can be configured by OU.

Learning Management System

Learning Management and Certification

- View Your Transcript: In the Transcript, users can launch and manage all training, as well as view complete training histories.

- Events Calendar: This calendar is a graphical representation of all the events available to the user in their specific location from which he/she can view, request, and assign an event. They are also able to view, request, and assign events in other locations or regions.
- Proxy Enrollment: Administrators may assign or enroll groups of users into any training item. Administrators may also enroll users retroactively into past instructor-led events that were not entered into Cornerstone Enterprise for some reason.
- Certification/CEU Tracking

Knowledge Management

- Knowledge Bank: This central message board is highly configurable and controllable to allow users to contribute his/her knowledge to topics defined by administrators. Topics can be controlled by rights or location within the enterprise hierarchy. Files may be attached to postings, and administrators may edit or delete postings. Users may submit questions via this message board to administrator-defined experts.

Reports

- Track Employees: This suite of reports focuses on the manager tracking his/her subordinates. Managers can view past and present training requests, as well as viewing their subordinates' transcripts, employee records, and test scores.
- Training Reports: Depending on rights, this suite of reports shows generalized training information for either the entire enterprise or just the division of the person running the reports. Reports can also be run for content providers, incomplete training, required training status, and total aggregate training hours.
- Billing Reports: Administrators can view the billing reports to track costs for the enterprise as a whole, or for their cost center or division. Billing reports are controlled by rights, so users only see reports granted to them by administrators. The reports summarize transactions by provider, user, cost center, or manager.

System Admin

- Catalog Management: Catalog manager is used to define corporate access to subject areas and to select training providers for online and instructor-led training. Manage recent entries into the course catalog and associate them with subjects relevant to the learning objectives of your organization.
- Knowledge Bank: Administrators use this tool to personalize the knowledge bank, including adding topics and defining user roles and rights.
- Curriculum Manager: The Curriculum Manager enables authors to group training into sequenced required and elective training curricula. Curriculum owners can manage the curriculum worksheets of individual users, enabling the owners to make exceptions regarding required training for individual users and/or marking curriculum components as complete.

Instructor-Led Training Module

ILT

- **Manage Events and Sessions:** The starting point for instructor-led training management. Administrators see a list of events with a listing of how many tentative, confirmed, and completed sessions belong to each event. Waitlists, exception requests, and interest tracking also are monitored from this page.
- **Create Sessions:** Create sessions for specified events. Each session may consist of multiple parts, which may have their own separate location, equipment, and instructors. Select registration deadline, charge date, price, availability, and other options.
- **Facilities and Equipment:** Manage and track facilities used for instructor-led training sessions, as well as the equipment used in each location. Administrators may also view room usage graphs to compare occupancy times across facilities.
- **Vendors and Instructors:** Administrators use this feature to maintain proper records on vendors and instructors, as well as to activate and inactivate vendors and instructors as enterprise training needs change. They can also enter detailed instructor profile information, as well as view a calendar of scheduled courses per instructor.

Reports

- **ILT Admin Reports:** These are the reports for the instructor-led training interface of Cornerstone Enterprise. The reports focus on traditional classroom-based metrics of attendance, withdrawal and cancellation, and request status.

Content Management System

- **Course Publisher:** The Course Publisher enables authors to publish industry-compliant proprietary content directly into the Cornerstone Enterprise catalog.
- **Asset Importer:** Authors can manage content assets through the Asset Importer, providing for the storage and retrieval of assets used in content development.
- **Module Builder:** Authors can create training modules utilizing existing assets through a WYSWYG tool.
- **Course Builder:** Authors can arrange modules into courses for publication.
- **Test Engine:** The Cornerstone Enterprise Test Engine enables authors to create questions and configurable tests. Tests can be randomly generated by the system based from a defined pool of questions.

Analytics Module

- **Custom Reports:** The Custom Reporting Engine enables the generation of an unlimited number of ad hoc reports utilizing a wide range of criteria. Custom report criteria can be saved and shared with other Cornerstone Enterprise users.

Other Products & Services Available to County:

Content – available through Cornerstone at market prices, according to an applicable Content Purchase Addendum.

Exhibit C

List of Departmental (Organizational Unit) Administrators and Up to 5 County Administrators
As of 11/22/2016

County Administrators:

Name
Belle Sierra
Gabe Aponte

Department (Organizational Unit) Administrators

Name	Department/OU
Noel Coloma	1-Career
Debbie Kong	1-Career
Christian Feng	1-Career
Rose San Juan	1-Career
Julie Goebel	1-Career
Jessica Esclamado-David	1-Career
Anne Weiss	1-Career
Marissa King	1-Career
Melissa Wong	2-Private
Julieta Fernandez	Assessor-Recorder-Clerk-Elections
Andrew Allee	Child Support Services
Sherrie Ramos	Child Support Services
Jeremy Reyes	Controller's Office
Rose Rushworth	Controller's Office
Emily Tauscher	Coroner's Office
Shirley Lectura	County Counsel's Office
Alicia Garcia	County Manager's Office
Maria Luna	County Manager's Office – Ag/Weights/Measures
Robert Bustichi	County Manager's Office – Public Safety Comm
Elise Moeck	County Manager's Office – Public Safety Comm
Debbie Padilla	District Attorney's Office
Lisa Schofield	District Attorney's Office
Sue Fisk	Health System – Aging & Adult Services
Elizabeth Schlieff	Health System – Aging & Adult Services
Moe Mati	Health System – Behavioral Health & Recovery Services
Emmy Naranjo-Cabatic	Health System – Behavioral Health & Recovery Services
Andrei Ostrea	Health System – Behavioral Health & Recovery Services
William Taylor	Health System – Correctional Health Services
Joanna Nuevo	Health System – Correctional Health Services
Theresa Smith	Health System – Emergency Medical Services
Larisa Margulis	Health System – Environmental Health Services
Jean DeTar	Health System – Environmental Health Services
Anapatriacia Mercado	Health System – Environmental Health Services
Laurie Washer	Health System – Family Health Services

Mary Brinig	Health System – LEAP Institute
Wanda Showaker	Health – Public Health, Policy & Planning
Akram Abdul-Cader	Health System – San Mateo Medical Center
Jennifer Baxter	Health System – San Mateo Medical Center
Cynthia Delmo	Health System – San Mateo Medical Center
Gemma Carpiz	Health System – San Mateo Medical Center
Jessica Frihart	Health System – San Mateo Medical Center
Stacy Glocke	Health System – San Mateo Medical Center
Yvonne Ho	Housing
Norman Pascoe	Housing
Kathy Merlo	Human Services Agency
Kat Chan	Human Services Agency
Pamela Storm	Human Services Agency
Clarisa Simon	Human Services Agency
Ventura Cortez	Human Services Agency
Kristine Anora	Information Services Department
Emmanuel Ufot	Information Services Department
Vanita Narayan	Information Services Department
Shawn Yu	Information Services Department
Diane Webster	Information Services Department
Karina Labrenz	Library
John Cho	Office of Sustainability
Mike Bolander	Office of Sustainability
Brenda Bennett	Parks
Heather Hardy	Planning and Building
Bridget Love	Probation
Chris Miller	Probation
Marney Taylor	Public Works
Krysta Caronongan	Public Works
Myra Yapching	Public Works
Manon Patterson	Public Works
Gladys Smith	SamCERA
Colin Bishop	SamCERA
Gina Sheridan	Sheriff's Office
Jennifer Prado	Sheriff's Office
Vince Bedolla	Sheriff's Office
Jenna McAlpin	Sheriff's Office
Chris Flatmoe	Sheriff's Office
Angey Rivera	Treasurer/Tax Collector
Tiffany Htwe	Treasurer/Tax Collector
Laura Williams	Treasurer/Tax Collector

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

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

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

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

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

Name of 504 Person: Kim Cassidy

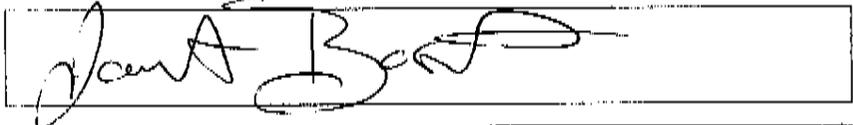
Name of Contractor(s): Cornerstone OnDemand

Street Address or P.O. Box: 1601 Cloverfield, Suite 600 South

City, State, Zip Code: Santa Monica, CA 90404

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

Signature:



Title of Authorized Official: Director, State and Local Government

Date: November 17, 2016

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

**ATTACHMENT IP
INTELLECTUAL PROPERTY**

**County of San Mateo
Intellectual Property Schedule Questionnaire**

Contract Administrator:

Does this Agreement call for a Contractor (including public, private, and/or non-profit companies and individuals) to create, make, develop, and/or design a product for the County?

A “product” includes, but is not limited to, publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs.

YES

NO

If “YES” is checked, use ATTACHMENT IP. (N/A)



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: November 21, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Director, Human Resources Department
Scott Johnson, Deputy Director, Human Resources Department

Subject: Disposition of Claims Filed Against County

RECOMMENDATION:

Report recommending the denial of claims (Non-culpable)

BACKGROUND:

Under authority of section 2.10.070 of the Ordinance Code, the County Manager has designated the Director to process claims filed against the County. Further investigation may indicate justification for payment by the County. If so, payment will be made under the authority of the Risk Manager or will be brought back to the Board.

DISCUSSION:

The Risk Management Division has reviewed these claims and recommends that you take the following action.

<u>Claim #</u>	<u>Claimant</u>	<u>Incident Date</u>	<u>Recommended Board Action and Basis</u>
-----------------------	------------------------	-----------------------------	--

Claims recommended for denial:

G17-0079	Jimenez, Brenda Lopez Claimant alleges parked car was hit by CHP's vehicle in Northumberland Ave., Redwood City.	9/5/2016	Non-culpable
G17-0080	Garrison, David Claimant alleges trimming of tree limb falling on roof of his trailer home in San Mateo Memorial Park.	9/30/2016	Non-culpable
G16-0081	Mitchell, Roseann Claimant alleges poor maintenance on sidewalk on James Ave., Redwood City causing her to trip and fall resulting in injuries.	4/13/2016	Non-culpable

<u>Claim #</u>	<u>Claimant</u>	<u>Incident Date</u>	<u>Recommended Board Action and Basis</u>
<i>Claims recommended for denial:</i>			
M17-0004-1	Schaefer, Donna M. Claimant alleges medical negligence related to surgery at San Mateo Medical Center.	6/22/2016	Non-culpable
M17-0004-2	Schaefer, Donna M. Claimant alleges medical negligence related to surgery at San Mateo Medical Center.	6/22/2016	Non-culpable
G17-0087	Davis, Jeremy Claimant alleges lost personal property in Maguire Correctional Facility.	11/4/2016	Non-culpable
G17-0089	Brackett-Thompson, Bivett Claimant alleges damages to automobile caused by collision with San Mateo County Vehicle Theft Task Force automobile.	11/11/2016	Non-culpable
G17-0091	Azam, Nur Claimant alleges damages to home in San Mateo Sheriff Office staff.	10/6/2016	Non-culpable

Careful consideration of these claims contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring fair and equitable handling of all claims while conserving financial resources and protecting assets.



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



Date: October 24, 2016
Board Meeting Date: December 6, 2016
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Carlos G. Bolanos, Sheriff

Subject: Approval of FY 2016 Bay Area Urban Area Security Initiative (UASI)

RECOMMENDATION:

Adopt a resolution authorizing an agreement with the City and County of San Francisco for distribution of the FY 2016 Urban Area Security Initiative funds to the County of San Mateo, for the term November 1, 2016 through February 28, 2018, in an amount not to exceed \$807,355.

BACKGROUND:

The Urban Area Security Initiative (UASI) is a federal Department of Homeland Security grant that provides resources for unique equipment, training, planning, and exercise needs of 28 selected national high threat urban areas. The Bay Area UASI is one of the 29 National Urban areas and one of four identified in California.

The Bay Area UASI services a population of 7.6 million and is comprised of three core incorporated cities (San Francisco, Oakland, and San Jose). The geographical area covered by this region equates to approximately 8,800 square miles.

The City and County of San Francisco has been designated to serve as the Fiscal Agent for UASI funds granted by the Department of Homeland Security (DHS) through the California Office of Emergency Services (Cal OES).

As with the FY 2015 UASI goal, FY 2016 UASI grant funding is intended to build enhanced regional capabilities across a larger geographical area. Funding is based on evaluated risk and need. This is accomplished through the submission of regional investment justifications that address specific needs to meet the target capabilities outlined in the National Preparedness Strategy.

DISCUSSION:

The agreement with the City and County of San Francisco is to disburse a portion of the FY 2016 regional UASI grant funds to San Mateo County, which will be used towards 1) on-going funding for a Homeland Security Captain; 2) on-going funding for a contract planner; 3) continuing support and maintenance of the Alert Notification System; 4) upgrading the airplane radio system; 5) purchasing a combination Speed Display and Automated License Plate Reader; and 6) purchasing portable radios.

County Counsel has reviewed and approved the resolution and agreement as to form.

The agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by the cooperation of agencies within the County giving both regional and local responders the ability to share information and equipment in real time and across borders to ensure the public's safety as well as that of first responder is met in a responsible and timely manner.

PERFORMANCE MEASURE(S):

Measure	FY 2015-16 Actual	FY 2016-17 Projected
Percent of emergency incidents responded to within one hour	100	100

FISCAL IMPACT:

The agreement with the City and County of San Francisco is for an amount not to exceed \$807,355, and a term commencing November 1, 2016 through February 28, 2018. 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 AND COUNTY OF SAN FRANCISCO FOR DISTRIBUTION OF THE FY 2016 URBAN AREA SECURITY INITIATIVE FUNDS TO THE COUNTY OF SAN MATEO, FOR THE TERM NOVEMBER 1, 2016 THROUGH FEBRUARY 28, 2018, IN AN AMOUNT NOT TO EXCEED \$807,355.

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

WHEREAS the Urban Area Security Initiative (UASI) is a federal Department of Homeland Security grant that provides resources for unique equipment, training, planning, and exercise needs of 28 selected national high threat urban areas; and

WHEREAS, the City and County of San Francisco has been designated as the grantee for UASI funds granted by the Department of Homeland Security (DHS) through the California Office of Emergency Services and to serve as the fiscal agent for UASI Approval Authority; and

WHEREAS, as part of the FY 2016 UASI grant requirements, the County of San Mateo must enter into an agreement with the City and County of San Francisco to receive funding in an amount not to exceed \$807,355, and a term commencing November 1, 2016 through February 28, 2018; and

WHEREAS, this Board has been presented with such agreement, and has examined and approved same as to form and content, and desires to enter into same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to execute said agreement with the City and County of San Francisco and the Clerk of this Board shall attest the President's signature there to.

BE IT FUTHER RESOLVED that the Sheriff or Sheriff's designee is authorized to sign the grant assurances, and 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 CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SAN MATEO
FOR THE DISTRIBUTION OF FY 2016 UASI GRANT FUNDS**

THIS AGREEMENT is made this **NOVEMBER 1, 2016** in the City and County of San Francisco, State of California, by and between the **COUNTY OF SAN MATEO** ("SAN MATEO") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SAN MATEO on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SAN MATEO (DUNS#: 009159190) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2016-0102, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated September 16, 2016.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If SAN MATEO requests any modification to the Grant Plan, SAN MATEO shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms**. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SAN MATEO acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SAN MATEO acknowledges and agrees that the City shall have no obligation to disburse grant funds to SAN MATEO until City and SAN MATEO have fully and finally executed this Agreement. SAN MATEO acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SAN MATEO to perform services or to provide materials, equipment and supplies that would result in SAN MATEO performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SAN MATEO for services, materials, equipment or supplies that are provided by SAN MATEO that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SAN MATEO additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2016** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2018**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHT HUNDRED SEVEN THOUSAND, THREE HUNDRED FIFTY-FIVE DOLLARS (\$807,355)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

3.3 **Use of Funds.**

(a) **General Requirements.** SAN MATEO shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SAN MATEO shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SAN MATEO shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SAN MATEO may submit a written request to modify the Grant Plan. SAN MATEO shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SAN MATEO shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SAN MATEO shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SAN MATEO must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SAN MATEO shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SAN MATEO shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SAN MATEO to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SAN MATEO shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SAN MATEO shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SAN MATEO comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SAN MATEO shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SAN MATEO shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SAN MATEO shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SAN MATEO shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SAN MATEO comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*
- (c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SAN MATEO shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SAN MATEO is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SAN MATEO is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SAN MATEO shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment (see FY 2016 HGSP Notice of Funding Opportunity ("NOFO") at pgs. 27-28) and on purchases of specified controlled equipment (see NOFO at pg. 59).

(b) Specific Purchases. If SAN MATEO is using Grant Funds to purchase interoperable communication equipment, SAN MATEO shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SAN MATEO is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SAN MATEO shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SAN MATEO shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SAN MATEO shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SAN MATEO shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SAN MATEO shall maintain documentary proof of this verification in its files. SAN MATEO shall establish procedures

for the effective use of the “Excluded Parties List System,” to assure that it does not provide Grant Funds to excluded parties. SAN MATEO shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SAN MATEO shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SAN MATEO shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SAN MATEO’s performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SAN MATEO is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SAN MATEO, the City shall place a hold on all Reimbursement Requests from SAN MATEO until the findings are resolved.

3.10 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SAN MATEO as follows:

(a) SAN MATEO shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SAN MATEO regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SAN MATEO any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SAN MATEO submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SAN MATEO is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SAN MATEO has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SAN MATEO agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SAN MATEO shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SAN MATEO hereunder or under any other Agreement with SAN MATEO. Any such offset with respect to a portion of the disallowed amount shall not release SAN MATEO from SAN MATEO's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SAN MATEO acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SAN MATEO acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SAN MATEO shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SAN MATEO shall notify the UASI Management Team of any project that may require an EHP review. SAN MATEO agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SAN MATEO shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SAN MATEO may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project

implementation, SAN MATEO shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SAN MATEO shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SAN MATEO is using Grant Funds for a communication tower project, SAN MATEO shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SAN MATEO initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SAN MATEO to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SAN MATEO shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SAN MATEO understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SAN MATEO purchases or acquires using Grant Funds. SAN MATEO shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SAN MATEO shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SAN MATEO shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SAN MATEO shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SAN MATEO to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records**. SAN MATEO shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SAN MATEO shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SAN MATEO shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit**. SAN MATEO shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SAN MATEO under Section 4.3, and allow access and the right to examine those items. SAN MATEO shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SAN MATEO has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SAN MATEO shall cooperate with any federal or state audit.

4.5 **Audit Report**. If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SAN MATEO shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SAN MATEO shall submit its audit report to the UASI Management Team no later than six months after the end of SAN MATEO's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SAN MATEO represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements**. No document furnished or to be furnished by SAN MATEO to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds**. By executing this Agreement, SAN MATEO certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SAN MATEO is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SAN MATEO complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SAN MATEO complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SAN MATEO is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SAN MATEO acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SAN MATEO must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SAN MATEO certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SAN MATEO shall provide documentation of its NIMS compliance to the UASI Management Team. SAN MATEO acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SAN MATEO shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SAN MATEO's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SAN MATEO; (b) a material breach of any representation or warranty of SAN MATEO contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SAN MATEO, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SAN MATEO by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SAN MATEO is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SAN MATEO or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SAN MATEO acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SAN MATEO by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SAN MATEO prompt notice of any Loss under Section 6.1 and SAN MATEO shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SAN MATEO if representation of such Indemnified Party by the counsel

retained by SAN MATEO would be inappropriate due to conflicts of interest between such Indemnified Party and SAN MATEO. An Indemnified Party's failure to notify SAN MATEO promptly of any Loss shall not relieve SAN MATEO of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SAN MATEO's ability to defend such Loss. SAN MATEO shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SAN MATEO contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SAN MATEO's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SAN MATEO fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SAN MATEO as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SAN MATEO fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SAN MATEO(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SAN MATEO or of any substantial part of SAN MATEO's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SAN MATEO, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SAN MATEO or with respect to any

substantial part of SAN MATEO's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SAN MATEO.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SAN MATEO and, on the date specified in such notice, this Agreement shall terminate and all rights of SAN MATEO hereunder shall be extinguished. In the event of such termination, City will pay SAN MATEO for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SAN MATEO has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SAN MATEO after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SAN MATEO in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SAN MATEO written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SAN MATEO shall commence and perform, with diligence, all actions necessary on the part of SAN MATEO to effect the termination of this Agreement on the date specified by City and to minimize the liability of SAN MATEO and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SAN MATEO shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SAN MATEO if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SAN MATEO or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SAN MATEO.** SAN MATEO shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SAN MATEO hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SAN MATEO involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SAN MATEO or a sale or transfer of substantially all of the assets of SAN MATEO shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SAN MATEO Retains Responsibility.** SAN MATEO shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Facsimile No.: (415) 558-3864

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Catherine Spaulding, Assistant General Manager
Facsimile No.: (415) 353-5246

If to SAN MATEO:

San Mateo County
Sheriff's Office of Emergency Services
400 County Center
Redwood City, CA 94063
ATTN: Kathleen Pape
Facsimile No.: (650) 363-1868

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SAN MATEO to Pay All Taxes.** SAN MATEO shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SAN MATEO shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SAN MATEO.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SAN MATEO and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SAN MATEO agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SAN MATEO must provide the following information on SAN MATEO letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;

- e) Award title (descriptive of the purpose of the funding action);
- f) Location of the entity and primary location of performance including city, state, and Congressional district;
- g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
- h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SAN MATEO agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SAN MATEO agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

**ARTICLE 11
INSURANCE**

11.1 **Types and Amounts of Coverage.** Without limiting SAN MATEO's liability pursuant to Article 6 of this Agreement, SAN MATEO shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SAN MATEO hereby agrees to waive subrogation which any insurer of SAN MATEO may acquire from SAN MATEO by virtue of the payment of any loss. SAN MATEO agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SAN MATEO, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SAN MATEO shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SAN MATEO shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SAN MATEO hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SAN MATEO shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SAN MATEO as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SAN MATEO from self-insuring all or part of the insurance requirement in this Article. However, SAN MATEO shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SAN MATEO agrees not to discriminate against any employee, San Francisco employee working with SAN MATEO or any subgrantee of SAN MATEO, applicant for employment with SAN MATEO or subgrantee of SAN MATEO, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SAN MATEO acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SAN MATEO agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SAN MATEO acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SAN MATEO shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, SAN MATEO may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SAN MATEO agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SAN MATEO from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SAN MATEO's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF SAN MATEO:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

WARREN SLOCUM
PRESIDENT, BOARD OF SUPERVISORS

Federal Tax ID #: 94-6000532

Approved as to Form:

Dennis J. Herrera
City Attorney

Attest:

By:

Thomas Owen
Deputy City Attorney

By:

Clerk of the Board of Supervisors

Appendix A — Authorized Expenditures and Timelines

ENTITY: SAN MATEO

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Area and Budget</u>	<u>Amount</u>
Project Title: Homeland Security Captain					
Project A Information Analysis and Sharing	Funds for Homeland Security Captain who will: Identify and lead/manage regional efforts to prevent, respond, mitigate, and recover from terrorist attacks. Develop/share regional training, intelligence, and plans to deal with terrorist attacks. Work with regional partners (Government and NGOs) to identify/address gaps in terrorism response. Oversee UASI projects, attend UASI planning meetings, and lead/coordinate regional efforts to prepare, mitigate, and respond to terrorist attacks.	Establish Annual Work Plan: 12/31/2016 Provide 1 st Quarter Status Report: 03/31/2017 Provide Mid-year Status Report: 07/31/2017 Submit Final Report to UASI: 12/31/2017	Project Completion date: 12/31/2017 Final deadline for Claim Submittal: 01/31/2018	<u>Planning</u> Not to Exceed: \$369,000	PROJECT NOT TO EXCEED \$369,000

Project Title: Combination Speed Display, Message Board, and Automated License Plate Reader (ALPR) Trailer				
Project A Information Analysis and Sharing	Funds to purchase Combination Speed Display, Message Board and Automated License Plate Reader (ALPR) Trailer	Create Specifications: 12/01/2016 RFQ Release: 02/01/2017 Issuance of PO: 04/24/2017 Receive Equipment: 07/21/2017 Test Equipment: 08/14/2017 Conduct Training: 09/22/2017	Project Completion date: 10/31/2017 Final deadline for Claim Submittal: 11/30/2017	<u>Equipment</u> Not to Exceed: \$99,281 AEL # 14SW-01-SIDV
				PROJECT NOT TO EXCEED \$99,281
Project Title: San Mateo County Alerts and TENS Notification System				
Project B Strengthen Communication Capabilities	Funds for San Mateo County Alerts and TENS Notification Systems.	Contract Award: 12/30/2016	Project Completion date: 04/30/2017 Final deadline for Claim Submittal: 05/31/2017	<u>Equipment</u> Not to Exceed: \$125,000 AEL# 13IT-00-ALRT
				PROJECT NOT TO EXCEED \$125,000
Project Title: Airplane Radio Upgrade				
Project B Strengthen Communication Capabilities	Funds to upgrade the Airplane Radio System.	Aircraft Approval: 12/31/2016 Obtain Quotes: 01/31/2017 Issuance of PO: 03/01/2017 Receive Equipment: 04/30/2017 Test Equipment: 05/31/2017	Project Completion date: 07/31/2017 Final deadline for Claim Submittal: 08/31/2017	<u>Equipment</u> Not to Exceed: \$78,000 AEL# 06CP-01-MOBL
				PROJECT NOT TO EXCEED \$78,000

		Deploy Equipment: 06/30/2017		
Project Title: P-25 Radios				
Project B Strengthen Communication Capabilities	Funds to purchase P-25 Portable Radios.	Obtain Quotes: 01/31/2017 Issuance of PO: 04/30/2017 Receive Equipment: 07/31/2017	Project Completion date: 09/30/2017 Final deadline for Claim Submittal: 10/31/2017	<u>Equipment</u> Not to Exceed: \$5,074 AEL# 06CP-01-PORT PROJECT NOT TO EXCEED \$5,074
Project Title: West Bay Planner				
Project D Enhance Community Resilience	Funds for up to two West Bay Planners to develop and write critical plans and annexes.	Create Specifications:11/30/2016 Contract Award: 12/30/2016 Conduct a Gap Analysis:02/28/2017 Develop an Outline of Major Topics: 04/28/2017 Conduct a Workshop:07/31/2017	Project Completion date: 09/30/2017 Final deadline for Claim Submittal: 10/31/2018	<u>Planning</u> Not to Exceed: \$131,000 PROJECT NOT TO EXCEED \$131,000
	TOTAL ALLOCATION			TOTAL NOT TO EXCEED: <u>\$807,355</u>

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines:
 - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State.
 - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
 - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

- All requests for reimbursements must be submitted by January 31, 2018, unless an earlier deadline is set in this Appendix. SAN MATEO should submit reimbursement requests on a quarterly basis, as applicable.
- Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:
- *FY 2016 Homeland Security Grant Program Notice of Funding Opportunity:* http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
- *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2016, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY16%20HSGP%20CA%20State%20Supplement%2020160727.pdf> as "FY 2016 Homeland Security Grant Program California State Supplement to the Federal Notice of Funding Opportunity."
- *Authorized Equipment List:* <http://beta.fema.gov/authorized-equipment-list>
- *Cal OES Rules and Regulations, including the Recipient Handbook:* <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2014%20Recipient%20Handbook.pdf>
- *Any equipment purchased under this Agreement must match the UASI 2016 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.*
- *No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.*
- *Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.*
- *All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.*

Appendix B-- Grant Assurances

Name of Jurisdiction: COUNTY OF SAN MATEO, Office of the Sheriff

Name of Authorized Agent: Captain Alma Zamora

Address: 400 County Center, 4th Floor

City: Redwood City State: CA Zip Code: 94063

Telephone Number: (650) 363-4790

Fax Number: (650) 363-1868

E-Mail Address: dzamora@smcgov.org

As the duly authorized representative of SAN MATEO, I hereby certify that SAN MATEO has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that SAN MATEO is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. SAN MATEO hereby agrees to comply with the following:

1. Proof of Authority

SAN MATEO will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that SAN MATEO and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of SAN MATEO and the city council, governing board or authorized body.

- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

SAN MATEO will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, SAN MATEO certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SAN MATEO will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, SAN MATEO agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SAN MATEO will provide protection against

waste, fraud, and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the federal government. SAN MATEO certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where SAN MATEO is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

SAN MATEO will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), SAN MATEO will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), SAN MATEO certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

SAN MATEO will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;
- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

- (i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SAN MATEO shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, SAN MATEO will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, SAN MATEO will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. SAN MATEO will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

SAN MATEO will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment SAN MATEO will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

SAN MATEO agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

SAN MATEO also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

SAN MATEO will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

SAN MATEO will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

SAN MATEO must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, SAN MATEO will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, SAN MATEO will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

SAN MATEO is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

SAN MATEO acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. SAN MATEO should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OHS financial assistance office and the OHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the OHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

OHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the OHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225a.

30. Non-supplanting Requirements

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of SAN MATEO's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, SAN MATEO must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII,

the full text of which is incorporated here by reference in the terms and conditions of your award.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SAN MATEO recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on SAN MATEO, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by SAN MATEO and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized by SAN MATEO to enter into this agreement for and on behalf of SAN MATEO.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2017

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 16 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2016 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2016, between the County of SAN MATEO ("SAN MATEO") and the City and County of San Francisco, SAN MATEO hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SAN MATEO certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SAN MATEO for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SAN MATEO is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SAN MATEO certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SAN MATEO is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SAN MATEO to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SAN MATEO authorized to execute this Reimbursement Request on behalf of SAN MATEO.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Organization:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Equipment:

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

Exercise:

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____
 Print Name