

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND STARVISTA**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and StarVista, 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 providing 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
- Exhibit C—Budget
- Attachment H—HIPAA Business Associate Requirements
- Attachment I - County Vehicle Use Agreement
- Attachment II - County Driving Policy and Safe Driver Program

**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 THREE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS

(\$368,598). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2024 through June 30, 2025.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **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, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or 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. 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:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (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.

**11. 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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 4.107 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.

**12. 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**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**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 certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer 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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor



acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. 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.

**15. 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.

**16. 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.

**17. 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: Shirley Chu/Program Manager  
Address: 1950 Alameda de Las Pulgas, San Mateo, CA 94403  
Telephone: (650) 421-5181  
Email: schu@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Mitchell/Chief Executive Officer  
Address: 610 Elm Street, Suite 212, San Carlos, CA 94070  
Telephone: (650) 591-9623  
Email: smitchell@star-vista.org

**18. Electronic Signature**

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


**19. 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.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: STARVISTA

DocuSigned by:  
  
0AFBCADE7812431...

09/18/2024

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

EXHIBIT A– SERVICES  
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM  
REDWOOD CITY, &  
SOUTH SAN FRANCISCO  
OCTOBER 1, 2024 – JUNE 30, 2025

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

I. INTRODUCTION

On January 12, 2020, the San Mateo County Board of Supervisors adopted Resolution No. R077937 which approved the Community Wellness and Crisis Response Team (CWCRT) Pilot Program, a partnership among four city police departments (Daly City, South San Francisco, San Mateo, and Redwood City) and the County, to embed in each of those cities' police departments one mental health clinician to provide a crisis co-response to crisis calls involving mental health issues.

The Pilot Program, launched on December 6, 2021, was designed as a law enforcement co-responder mobile crisis model, based on best practice models in other jurisdictions. The CWCRT enhances City and County response to incidents involving individuals experiencing mental health crises, by supplementing the crisis response with the engagement of a mental health clinician assigned to work with each partner police department. The CWCRT clinicians are Contractor staff contracted with BHRS, and assist in the first response by providing early intervention, crisis de-escalation, 5150 evaluation, involuntary hold, and referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crisis. BHRS provides ongoing clinical training opportunities, consultation, and oversight on the crisis response work, technical and infrastructure support, and contract monitoring responsibilities.

The CWCRT Pilot Program has demonstrated reduction in psychiatric emergency services (PES) admission and improved linkage connection to needed on-going treatment services for the community members in crisis, as reported by John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (Gardner Center), based on their evaluation study examining the interventions and assessment methods utilized by the CWCRT participant cities in supporting the population served through the CWCRT program during the pilot period.

This Agreement sets forth the understanding and terms of services between BHRS and Contractor (the "Parties") to continue provision of CWCRT crisis response and support services at Redwood City (RWC) and South San Francisco (SSF) in FY 2024-2025, covering the period of October 1, 2024, through June 30, 2025.

## II. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Under the terms of this Agreement, Contractor shall continue to provide one full-time trained mental health clinician to both RWC and SSF Police Departments, for a total of two (2) full-time clinicians, to improve law enforcement response to community members experiencing mental health crises.

### A. Services

The full-time trained clinicians will be embedded at RWC and SSF for a total of 40 working hours per clinician per week. The clinicians will provide the below services:

1. Mobile crisis response services: Once informed of a suspected mental health crisis within a community by the law enforcement dispatch, the mental health clinician will simultaneously be dispatched to the scene along with the law enforcement officer in the specific jurisdiction. The goal of the immediate response of the law enforcement staff is to de-escalate the crisis and to support the safety of the individual in crisis, those around the individual, and all responding to the incident. The mental health clinician will then assess the person suspected to be in mental health crisis (“the client”) and determine the best course of action (e.g., temporary mandatory placement in a medical facility for psychiatric evaluation and treatment under Section 5150 of the Welfare and Institutions Code, referral for treatment, etc.), exercising their independent judgment and expertise and in collaboration with the City’s law enforcement staff. The mobile crisis response services shall include but not be limited to crisis intervention, crisis de-escalation, involuntary hold evaluation, 5150 application or safety planning, and stabilization. The service activities for a mobile crisis response may include but are not limited to phone/dispatch radio response and coordination, traveling to the crisis scene, face-to-face crisis assessment, de-escalation, 5150 evaluation and application or crisis safety planning, case management, clinical consult as needed, coordination/collaboration with law enforcement, and collateral sources and treatment providers involved with the client.
2. Crisis stabilization and follow-up support services: A pertinent goal of the CWCRT is that individuals in mental health crises who encounter law enforcement will receive early intervention and be connected to needed services or treatment to prevent repeat contacts with law enforcement or PES. The StarVista CWCRT mental health clinicians trained in resources both within BHRS and

in the community shall partner together with the law enforcement at the crisis scene, to determine the best course of action and/or resource or program for the clients. The mental health clinician shall provide short-term follow-up and support, to continue to stabilize the clients in the community if they do not meet the involuntary hold criteria or upon discharged from a medical treatment facility. The Medi-Cal reimbursable service activities for the crisis stabilization and follow-up support for the County clients include but are not limited to case management linkages, as-needed crisis assessment, clinical consult, collaboration and coordination with collateral family members and treatment providers including as-needed case conference with appropriate releases of information (ROI) as required. All follow-up support services, considered planned services, will require appropriate treatment consent by the client following the BHRS Documentation Guidelines.

3. Program promotion activities: The mental health clinician shall participate in program promotion activities per request to attend and/or present at various community events, presentations, mental health tabling, etc. A list of such participation including date, time, event title, and hosting agency name shall be submitted to BHRS Crisis Manager monthly as part of the support documents with the program invoice.
4. Program-related meetings: Contractor personnel including but not limited to Contractor Chief Executive Director, Chief Clinical Officer, CWCRT Program Manager, and, as-appropriate, the mental health clinician, shall participate in scheduled CWCRT Advisory Meeting, CWCRT Working Group Meeting, and BHRS Meetings, for purposes of data collection, status report, program evaluation and analysis, program planning, program compliance and quality improvement.
5. Training participation: The mental health clinicians and the identified Contractor personnel shall participate in appropriate trainings as coordinated and suggested by BHRS, to continue to expand clinical knowledge, skills and understanding of crisis, crisis trends, and related fields, in addition to relevant trainings sponsored and supported by Contractor.
6. Clinical & Administrative documentation: The mental health clinicians shall document all mobile crisis response and crisis follow-up support services in the County electronic health record (EHR), Avatar NX, within three (3) calendar days of the service rendered. All external documents related to the crisis clients obtained prior to, during, and post a crisis encounter shall be scanned into Avatar NX



as soon as possible but no later than three (3) business days from when the documents were obtained by the mental health clinician. These external clinical and administrative documents include but are not limited to: 5150 forms completed by the mental health clinician, legal reporting such as CPS or APS reports, Consent for treatment, Release of Information (ROI) requests, insurance information, and subpoenas, and shall be scanned into Avatar NX, following BHRS Documentation Policy and Procedures. All crisis safety plans created over the course of the assessment and follow-up shall also be included and scanned into Avatar NX at the time of submitting the Crisis Assessment or follow-up progress note. A final version of any clinical and administrative reporting templates submitted to Avatar NX or to BHRS as requested shall be reviewed and approved by BHRS Crisis Manager.

7. Other services: All other services requested of the mental health clinicians that are not included in the above will need to be pre-approved by the BHRS Crisis Manager assigned to overseeing this Agreement.

B. Contractor Mental Health Clinicians

The mental health clinicians shall be embedded in RWC and SSF Police Departments for a total of 40 hours per clinician per week. The clinicians shall respond to crises within the assigned city areas where a suspected mental health crisis is involved, partnering with the law enforcement officer from the assigned police department. These clinician positions require a 40-hour work week, Monday through Friday, with shifts generally not to begin before 9 am or end after 9 pm.

1. Contractor acknowledges and agrees that the work/services performed under this Agreement by Contractor's mental health clinicians are performed as an independent contractor of BHRS and such services are only to be performed within their assigned city. The mental health clinicians providing services under this Agreement are employees of Contractor and remain employees of Contractor while providing services under this Agreement to the CWCRT Program, and at no time shall Contractor's clinicians be deemed employees of the County, Cities, the City police departments or BHRS. Neither Contractor nor any of its employees (including, but not limited to the mental health clinicians providing services under this Agreement) acquire any of the rights, privileges, powers, or advantages of the employees of the County, Cities, the City police departments or BHRS.

2. The Contractor mental health clinicians are Contractor employees and professionals who exercise independent clinical judgment and expertise in the performance of their scope of work complying to all the County's requirements related to crisis mental health services, applicable laws and ethics, and the required documentation and reporting procedures under the BHRS Documentation Guidelines. The Contractor mental health clinicians' duties include, but are not limited to the following:
  - a. Perform initial diagnostic evaluation during a crisis, noting behavioral symptoms which may indicate organic and/or mental disorders in children, youth, or adults.
  - b. Determine whether individuals meet criteria for a W&I 5150 or W&I 5585 hold and follow appropriate procedures.
  - c. Perform suicidal/homicidal/Grave Disability risk assessments.
  - d. Provide Crisis Intervention and Crisis De-escalation.
  - e. Determine other resources appropriate to connect individuals to.
  - f. Provide follow-up counseling, engagement support and case management linkage to refer clients to appropriate resources.
  - g. Work closely with different law enforcement communities.
  - h. Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC) meeting as needed or requested.
  - i. Conduct home visits and/or field-based services, for crisis response and/or follow-up stabilization support.
  - j. Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of patients/clients as requested.
  - k. Work as a psychiatric team member with other treatment disciplines for purpose of crisis safety planning and/or prevention for recidivism.
  - l. Utilize Trauma Informed Care and other Evidence-based practices.
  - m. Provide consultation and education services to law enforcement colleagues, family members, and community as indicated.
  - n. Document all crisis response, crisis-related engagement, follow up services, and related administrative tasks as indicated in Section I-A.6 above.
  - o. Observe and carry out additional responsibilities listed under Section E, items 3 - 10, of this Agreement.
  - p. Perform related duties as assigned and coordinated between the BHRS Crisis Manager and Contractor Chief Executive Officer.
  - q. Adhere to the County Vehicle Use Agreement, incorporated herein by reference and included as Attachment I.
  - r. Adhere to the County Driving Policy and Safe Driver Program. See

Attachment II.

- s. Obtain insurance information from their crisis clients and enter/upload such information into Avatar for care coordination and billing purposes.

Job duties assigned by the specific police department but not listed in this Agreement shall be pre- approved by the Contractor Chief Executive Officer in consultation with the BHRS Crisis Manager.

3. The mental health clinicians shall utilize the office space provided at the assigned police department, the law enforcement radio to respond to calls, the assigned parking space to park the County car, and the needed stationary at the police department. The mental health clinicians will adhere to requests from the County's Motor Pool to schedule regular and as-needed car maintenance and shall conduct needed gasoline-filling and monthly mileage reporting. Contractor shall provide the clinicians with a work cell phone and business cards; BHRS shall provide the clinicians with a County car and a County laptop for documentation purpose.

C. Mutual Responsibilities of the Parties

1. The Parties agree to develop, review, and modify as needed, policies and procedures for CWCRT, regarding, but not limited to, scope of work, chain of communication, necessary training, grievance process, conflict resolution process, monitoring of CWCRT program status, and handling and disposition of data generated by CWCRT participants.
2. The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the CWCRT in reaching the anticipated goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights.
3. The Parties, with BHRS as the lead, will develop and participate in trainings when appropriate, develop program strategies, and continue to implement established protocol of response team, or make revisions as needed, in a manner that respects the dignity and diversity of community members.

D. BHRS Responsibilities

BHRS shall be responsible for each of the following:

1. Ensure required documentation orientation and needed certification training are arranged for onboarding and periodically/regularly as

needed. These training topics include, but may not be limited to:

- a. Documentation orientation
  - b. Orientation to BHRS and community mental health and substance use services and resources within San Mateo County
  - c. 5150 certification training
  - d. Crisis de-escalation or management of assaultive behaviors
  - e. Law enforcement culture/practices related to behavioral health
  - f. BHRS/Community partner resources training
  - g. Laws and ethics
  - h. Other training as necessary.
2. Continue to provide the Contractor mental health clinician with County equipment and materials necessary to perform the function of a mental health crisis response clinician in the CWCRT Program, limited to County laptop with needed applications, County car, auto insurance, regular auto maintenance, and ongoing refueling arrangement. County to provide technical support as the need arises in the use and maintenance of the County equipment.
  3. Continue to provide Avatar NX electronic health record logins, network logins, and County email logins for the mental health clinicians upon successful completion of all the required credentialing process, for the purpose of client lookups, and to document billable and nonbillable mental health services.
  4. Continue to hold meetings with Contractor for the purpose of contract monitoring and compliance, quality assurance, and clinical adherence.
  5. Exercise reasonable care to ensure compliance with all legal and clinical requirements related to the contract with the County and the crisis work performed by the Contractor mental health clinicians.
  6. The assigned BHRS Crisis Manager will be responsible for the oversight of this Agreement and its progress status, provide ongoing clinical consult, training, and quality assurance/quality improvement of the services provided by the Contractor mental health clinicians.

#### E. Contractor Responsibilities

Contractor shall be responsible for each of the following:

1. Ensure regular and ongoing supervision of the mental health clinicians assigned to RWC and SSF for the CWCRT program.
2. Ensure mental health clinicians document, maintain, and report performance/outcome data as requested by BHRS.
3. Ensure licensed mental health clinicians possess and maintain a valid license to engage in the practice of therapeutic services in the State of California (LCSW or LMFT).
4. Ensure license-eligible mental health clinicians obtain appropriate licensure (LCSW or LMFT) within two (2) years of employment with the CWCRT Program. Inability of the mental health clinician to achieve licensure within the two years' timeframe may result in BHRS' recommendation to rotate out the respective clinician under this Agreement.
5. Ensure mental health clinicians adhere to and deliver all tasks and responsibilities listed in Section B of this Agreement.
6. Contractor mental health clinicians will provide follow-up support with all crisis clients, within twenty-four (24) hours (via telephone or in person) of the initial crisis assessment. If a disengagement strategy is implemented, the mental health clinician shall provide a follow up with the involved community member(s) within three (3) hours (via telephone or in person) of the initial crisis assessment. The mental health clinician should continue to attempt follow-up with the community member(s) at least three (3) times before closing the case.
7. Contractor mental health clinicians will provide in-field counseling, referrals to community services and resources to clients and families of those suffering from a mental health crisis.
8. Contractor mental health clinicians will be the conduit for referring individuals to the local crisis residential treatment facility or psychiatric emergency services, as clinically appropriate.
9. Contractor mental health clinicians will participate in BHRS documentation training and will use the BHRS electronic health record, Avatar NX, to document all billable and unbillable service encounters for and related to their crisis clients as well as any collateral information, following BHRS documentation standards.

10. Contractor mental health clinicians must take and pass the required BHRS training to become 5150-certified.
11. Ensure mental health clinicians follow the terms of the County Vehicle Use Agreement and the County Driving Policy and Safe Driver Program, and various usage expectations including but not limited to maintenance and towing services. All costs incurred by the mental health clinicians because of not following County Vehicle Use Agreement will be the responsibilities of Contractor.
12. Contractor leadership will participate with designated BHRS Contract Manager in regular meetings to ensure achievement of stated program goals and outcomes, enhance collaboration and coordination needs, address any outstanding issues or obstacles to the service delivery.

F. Program Goals and Outcomes

1. The overarching goals of the CWCRT Program are as following:
  - Goal 1: Law enforcement staff and the mental health clinician will respond together to active crisis situations where mental health crisis is a factor.
  - Goal 2: Improve outcomes for individuals experiencing a crisis due to mental illness or suspected mental illness.
  - Goal 3: Increase access to appropriate behavioral health resources, services, and treatment.
  - Goal 4: Provide clinical consultation, training, and support to law enforcement personnel in the field.
  - Goal 5: Increase knowledge of mental health conditions and effective intervention strategies among law enforcement personnel.
  - Goal 6: Law enforcement will strengthen relationships with service providers and community.
2. Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:
  - a. Decreased mental health emergency service visits.
  - b. Decreased hospitalization for behavioral health crises.
  - c. Decreased contact with the criminal justice system.
  - d. Increased connection and linkage to resources, services, or treatment for individuals and/or families and caregivers experiencing mental health crises.



- e. Improved capacity of family/caregivers to recognize the need for intervention and ability to seek services when needed.
- f. Strengthen relationships between law enforcement and the community.

The Parties agree to meet and confer periodically to assess and revise program goals, and to add new program goals, as appropriate. Specific performance measures and outcome objectives are:

- a. Clinicians will respond in person to provide crisis assessment and crisis evaluation for 100% of calls that mental health issue is suspected, and that the clinician is dispatched to.
- b. Reduction of psychiatric emergency visits and psychiatric inpatient admission by 20% each fiscal year.
- c. Clinicians will provide at least one follow-up 80% of times to all Medi-Cal recipients who have been provided with a crisis assessment.

## G. Special Terms and Conditions

### 1. Coordination and Oversight

The assigned Contractor CWCRT Program Manager will be responsible for the day-to-day coordination of the program operations and problem resolution with respect to mental health clinicians.

BHRS and Contractor will convene regular bi-weekly to monthly oversight meetings to monitor the progress of the CWCRT Program towards its objectives, quality of care, services adherence issues, operational issues, and identify any ongoing work plan. BHRS Contract Manager shall be responsible for overseeing the successful implementation of all the terms in this Agreement.

### 2. Conflict Resolution

In the event of disagreements or conflicts between one of the City police departments and a Contractor mental health clinician, the disagreement or conflict will be referred initially and in writing by Contractor to the Police Chief at the specific police department and to the BHRS Clinical Services Manager. In the event consultation at that level does not resolve the disagreement or conflict, then the BHRS Clinical Services Manager and the BHRS Deputy Director of Adult and Older Adult Services shall attempt to meet and confer and

resolve the matter with the relevant police department. BHRS will obtain the participation of Contractor in the resolution process, as BHRS determines is appropriate.

If the disagreement or conflict pertains to the performance of the assigned Contractor mental health clinician, BHRS will be responsible for addressing with StarVista, the disagreement or conflict will be referred initially and in writing to the assigned Contractor Program Manager/Assistant Director and the BHRS Clinical Services Manager. In the event consultation at that level does not resolve the disagreement or conflict, above-noted meet-and-confer steps shall be followed. Finally, in the event the disagreement or conflict remains, Contractor shall remove the assigned mental health clinician and exercise reasonable diligence to identify and provide a qualified replacement.

### 3. Staffing and Supervision

This Agreement includes two full time mental health clinicians, licensed, or license eligible (LMFT, LCSW) to provide mental health services by appropriate State of California licensing authorities. Contractor will be responsible for hiring the mental health clinicians and the hiring processes. The mental health clinicians will have an appropriate level of licensing, training, experience collaborating with law enforcement, knowledge of independent resources and significant clinical experience to deal with the variety of scenarios and client profiles likely to present during CWCRT work.

Contractor shall provide required regular clinical and administrative supervision of the mental health clinicians adhering to the rules and regulations for required supervision hours for a license-eligible clinician.

### 4. Records and Confidentiality

Records created by the mental health clinicians shall be considered County records, free from the control and direction of any City with which the clinician may be embedded. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

BHRS will train all the CWCRT mental health clinicians on federal, state, and local policies and procedures with respect to the

confidentiality and use or disclosure of protected health information of clients as necessary and appropriate to carry out their functions. BHRS will provide mental health clinician with the appropriate Health System policies and procedures, which are subject to change from time to time. The County reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any mental health clinician who violates Federal, State, or local law and policy.

BHRS shall maintain beneficiary (i.e., client) medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (BHRS can maintain records for a longer period if required by other regulations or licenses).

5. Jurisdiction

At no time should the mental health clinician operate in any other cities or in any other jurisdiction, other than that assigned under this Agreement.

6. County Vehicle Use

Contractor mental health clinicians assigned to the police departments under the CWCRT program may drive County vehicle, subject to exceptions granted by the County on a case-by-case basis.

The Parties agree to the Responsibilities, Terms and Conditions, detailed in the County Vehicle Use Agreement that has been signed by both parties and attached to this agreement.

7. County Laptop Use

BHRS will provide each mental health clinician with a county laptop to support the CWCRT Program. The laptops will be the property of BHRS and as such StarVista agrees to the following:

- a. Contractor will develop a user agreement to be reviewed/approved by BHRS for staff to support safety and accountability while using the County laptops.
- b. Contractor mental health clinicians using the laptops will review

and abide by the County's Information Technology Security Policy, Internet Usage Policy, and the Protected Health Information Sanction Policy. The links to each policy is below:

1. <https://hr.smcgov.org/information-technology-security-policy>
2. <https://hr.smcgov.org/internet-usage>
3. <https://hr.smcgov.org/protected-health-information-sanction-policy>

- c. Contractor is responsible for immediate reporting to BHRS administration of any county device that is compromised, stolen, or is currently out of possession from its assigned user.

## 8. ADMINISTRATIVE REQUIREMENTS

### a. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site- Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30<sup>th</sup>. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train

employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state, or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

b. Quality Management and Compliance

i. 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.

ii. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring clients to a psychiatrist or physician, when necessary, if a psychiatrist is not available.

iii. Record Retention

Section I-G.4 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 if required by other regulations or licenses.

iv. Documentation of Services

Contractor shall provide all pertinent documentation as stated in Section I-A.6 of this Agreement. Documentation shall be completed in compliance with the BHRS 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) Short-Doyle MediCal Mental Health



Providers shall document in accordance with the BHRS Mental Health Documentation Manual located at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

v. 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, if Contractor is using its own EHR. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS 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.

9. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments annually.

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.

10. 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>.

11. 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.

12. 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 contractpossesses any PHI covered under 42 C.F.R Part 2:
  - i. 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;
  - ii. 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

iii. 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>.

13. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident within 24 hours 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, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

14. Ineligible Employees

BHRS requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and monthly thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy #93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at:

<https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRIS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRIS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRIS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRIS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRIS Quality Management via email at: [HS\\_BHRIS\\_QM@smc.gov](mailto:HS_BHRIS_QM@smc.gov) or via a secure electronic format.

15. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS 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 BHRIS 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 BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

16. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor

shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
- b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

17. Staff termination

Contractor shall inform BHRS, in a timely fashion when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

18. 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.

19. Medi-Cal Enrollment

Contractor shall be enrolled in the Med-iCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of Medi-Cal enrollment.

20. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or [ode@smcgov.org](mailto:ode@smcgov.org).

- d. 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 Office of Diversity & Equity (ODE) by September 1st of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- i. 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.
  - ii. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
  - iii. 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.
  - iv. 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.)
  - v. 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.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an

HEI/DEC 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 HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

- c. 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 their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
- d. 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 ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
- e. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

\*\*\*END OF EXHIBIT A\*\*\*



EXHIBIT A– SERVICES  
STARVISTA  
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM  
REDWOOD CITY, &  
SOUTH SAN FRANCISCO  
OCTOBER 1, 2024 – JUNE 30, 2025

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 THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$368,598) .

B. Community Wellness Crisis Response Team

For the term October 1, 2024, through June 30, 2025, County shall pay up to a maximum of THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$368,598) for services provided under Exhibit A of this Agreement.

Invoice payment for this Agreement shall be 1/9<sup>th</sup> for providing two (2) full-time StarVista mental health clinicians working 40 hours per week at RWC and SSF Police Departments. The amount of invoice shall be prorated to reflect any gaps in services when/if either or both of the clinician positions are not filled.

C. Contractor's budget is attached and incorporated into this Agreement as Exhibit C.

- D. COLAs are at the County's discretion. If, during the term of this Contract, the San Mateo County Board of Supervisors approves a COLA, the increase may be retroactive to the current contract year.
- E. Contractor will be responsible for all additional expenses incurred during the performance of services rendered under this Agreement, but which have not been included in the budget provided.
- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- G. The Chief of San Mateo County Health 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, 2025, 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 San Mateo County Health 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. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- M. 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 report Personnel Expenses from Operating expenses and 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. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. 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 submitted more than 90 days after the date of service are considered late claims. County reserves the right to deny payment for invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to [BHRIS-Contracts-Unit@smcgov.org](mailto:BHRIS-Contracts-Unit@smcgov.org) and the BHRIS Crisis Manager:

County of San Mateo  
Behavioral Health and Recovery Services  
Contract Unit  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

- N. 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 San Mateo County Health or designee.
- O. 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.
- P. 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.
- Q. County May Withhold Payment
- Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment 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 BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.
- R. 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 contract amount in the following year's agreement.

S. 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 R 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 R 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.

T. 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.

U. Cost Report/Unspent Funds – 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. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports 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.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds 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 “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.
  - a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
  - b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
  - c. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed



expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

- d. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHR Director or designee.
- e. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

V. Claims Certification and Program Integrity

- 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
- 2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

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

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

Agency \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
  - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
  - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human

Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

\*\*\*END OF EXHIBIT B\*\*\*

EXHIBIT A– SERVICES  
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM  
REDWOOD CITY, &  
SOUTH SAN FRANCISCO  
OCTOBER 1, 2024 – JUNE 30, 2025

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

I. INTRODUCTION

On January 12, 2020, the San Mateo County Board of Supervisors adopted Resolution No. R077937 which approved the Community Wellness and Crisis Response Team (CWCRT) Pilot Program, a partnership among four city police departments (Daly City, South San Francisco, San Mateo, and Redwood City) and the County, to embed in each of those cities' police departments one mental health clinician to provide a crisis co-response to crisis calls involving mental health issues.

The Pilot Program, launched on December 6, 2021, was designed as a law enforcement co-responder mobile crisis model, based on best practice models in other jurisdictions. The CWCRT enhances City and County response to incidents involving individuals experiencing mental health crises, by supplementing the crisis response with the engagement of a mental health clinician assigned to work with each partner police department. The CWCRT clinicians are Contractor staff contracted with BHRS, and assist in the first response by providing early intervention, crisis de-escalation, 5150 evaluation, involuntary hold, and referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crisis. BHRS provides ongoing clinical training opportunities, consultation, and oversight on the crisis response work, technical and infrastructure support, and contract monitoring responsibilities.

The CWCRT Pilot Program has demonstrated reduction in psychiatric emergency services (PES) admission and improved linkage connection to needed on-going treatment services for the community members in crisis, as reported by John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (Gardner Center), based on their evaluation study examining the interventions and assessment methods utilized by the CWCRT participant cities in supporting the population served through the CWCRT program during the pilot period.

This Agreement sets forth the understanding and terms of services between BHRS and Contractor (the "Parties") to continue provision of CWCRT crisis response and support services at Redwood City (RWC) and South San Francisco (SSF) in FY 2024-2025, covering the period of October 1, 2024, through June 30, 2025.

## II. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Under the terms of this Agreement, Contractor shall continue to provide one full-time trained mental health clinician to both RWC and SSF Police Departments, for a total of two (2) full-time clinicians, to improve law enforcement response to community members experiencing mental health crises.

### A. Services

The full-time trained clinicians will be embedded at RWC and SSF for a total of 40 working hours per clinician per week. The clinicians will provide the below services:

1. Mobile crisis response services: Once informed of a suspected mental health crisis within a community by the law enforcement dispatch, the mental health clinician will simultaneously be dispatched to the scene along with the law enforcement officer in the specific jurisdiction. The goal of the immediate response of the law enforcement staff is to de-escalate the crisis and to support the safety of the individual in crisis, those around the individual, and all responding to the incident. The mental health clinician will then assess the person suspected to be in mental health crisis (“the client”) and determine the best course of action (e.g., temporary mandatory placement in a medical facility for psychiatric evaluation and treatment under Section 5150 of the Welfare and Institutions Code, referral for treatment, etc.), exercising their independent judgment and expertise and in collaboration with the City’s law enforcement staff. The mobile crisis response services shall include but not be limited to crisis intervention, crisis de-escalation, involuntary hold evaluation, 5150 application or safety planning, and stabilization. The service activities for a mobile crisis response may include but are not limited to phone/dispatch radio response and coordination, traveling to the crisis scene, face-to-face crisis assessment, de-escalation, 5150 evaluation and application or crisis safety planning, case management, clinical consult as needed, coordination/collaboration with law enforcement, and collateral sources and treatment providers involved with the client.
2. Crisis stabilization and follow-up support services: A pertinent goal of the CWCRT is that individuals in mental health crises who encounter law enforcement will receive early intervention and be connected to needed services or treatment to prevent repeat contacts with law enforcement or PES. The StarVista CWCRT mental health clinicians trained in resources both within BHRS and

in the community shall partner together with the law enforcement at the crisis scene, to determine the best course of action and/or resource or program for the clients. The mental health clinician shall provide short-term follow-up and support, to continue to stabilize the clients in the community if they do not meet the involuntary hold criteria or upon discharged from a medical treatment facility. The Medi-Cal reimbursable service activities for the crisis stabilization and follow-up support for the County clients include but are not limited to case management linkages, as-needed crisis assessment, clinical consult, collaboration and coordination with collateral family members and treatment providers including as-needed case conference with appropriate releases of information (ROI) as required. All follow-up support services, considered planned services, will require appropriate treatment consent by the client following the BHRS Documentation Guidelines.

3. Program promotion activities: The mental health clinician shall participate in program promotion activities per request to attend and/or present at various community events, presentations, mental health tabling, etc. A list of such participation including date, time, event title, and hosting agency name shall be submitted to BHRS Crisis Manager monthly as part of the support documents with the program invoice.
4. Program-related meetings: Contractor personnel including but not limited to Contractor Chief Executive Director, Chief Clinical Officer, CWCRT Program Manager, and, as-appropriate, the mental health clinician, shall participate in scheduled CWCRT Advisory Meeting, CWCRT Working Group Meeting, and BHRS Meetings, for purposes of data collection, status report, program evaluation and analysis, program planning, program compliance and quality improvement.
5. Training participation: The mental health clinicians and the identified Contractor personnel shall participate in appropriate trainings as coordinated and suggested by BHRS, to continue to expand clinical knowledge, skills and understanding of crisis, crisis trends, and related fields, in addition to relevant trainings sponsored and supported by Contractor.
6. Clinical & Administrative documentation: The mental health clinicians shall document all mobile crisis response and crisis follow-up support services in the County electronic health record (EHR), Avatar NX, within three (3) calendar days of the service rendered. All external documents related to the crisis clients obtained prior to, during, and post a crisis encounter shall be scanned into Avatar NX

as soon as possible but no later than three (3) business days from when the documents were obtained by the mental health clinician. These external clinical and administrative documents include but are not limited to: 5150 forms completed by the mental health clinician, legal reporting such as CPS or APS reports, Consent for treatment, Release of Information (ROI) requests, insurance information, and subpoenas, and shall be scanned into Avatar NX, following BHRS Documentation Policy and Procedures. All crisis safety plans created over the course of the assessment and follow-up shall also be included and scanned into Avatar NX at the time of submitting the Crisis Assessment or follow-up progress note. A final version of any clinical and administrative reporting templates submitted to Avatar NX or to BHRS as requested shall be reviewed and approved by BHRS Crisis Manager.

7. Other services: All other services requested of the mental health clinicians that are not included in the above will need to be pre-approved by the BHRS Crisis Manager assigned to overseeing this Agreement.

#### B. Contractor Mental Health Clinicians

The mental health clinicians shall be embedded in RWC and SSF Police Departments for a total of 40 hours per clinician per week. The clinicians shall respond to crises within the assigned city areas where a suspected mental health crisis is involved, partnering with the law enforcement officer from the assigned police department. These clinician positions require a 40-hour work week, Monday through Friday, with shifts generally not to begin before 9 am or end after 9 pm.

1. Contractor acknowledges and agrees that the work/services performed under this Agreement by Contractor's mental health clinicians are performed as an independent contractor of BHRS and such services are only to be performed within their assigned city. The mental health clinicians providing services under this Agreement are employees of Contractor and remain employees of Contractor while providing services under this Agreement to the CWCRT Program, and at no time shall Contractor's clinicians be deemed employees of the County, Cities, the City police departments or BHRS. Neither Contractor nor any of its employees (including, but not limited to the mental health clinicians providing services under this Agreement) acquire any of the rights, privileges, powers, or advantages of the employees of the County, Cities, the City police departments or BHRS.



2. The Contractor mental health clinicians are Contractor employees and professionals who exercise independent clinical judgment and expertise in the performance of their scope of work complying to all the County's requirements related to crisis mental health services, applicable laws and ethics, and the required documentation and reporting procedures under the BHRS Documentation Guidelines. The Contractor mental health clinicians' duties include, but are not limited to the following:
  - a. Perform initial diagnostic evaluation during a crisis, noting behavioral symptoms which may indicate organic and/or mental disorders in children, youth, or adults.
  - b. Determine whether individuals meet criteria for a W&I 5150 or W&I 5585 hold and follow appropriate procedures.
  - c. Perform suicidal/homicidal/Grave Disability risk assessments.
  - d. Provide Crisis Intervention and Crisis De-escalation.
  - e. Determine other resources appropriate to connect individuals to.
  - f. Provide follow-up counseling, engagement support and case management linkage to refer clients to appropriate resources.
  - g. Work closely with different law enforcement communities.
  - h. Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC) meeting as needed or requested.
  - i. Conduct home visits and/or field-based services, for crisis response and/or follow-up stabilization support.
  - j. Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of patients/clients as requested.
  - k. Work as a psychiatric team member with other treatment disciplines for purpose of crisis safety planning and/or prevention for recidivism.
  - l. Utilize Trauma Informed Care and other Evidence-based practices.
  - m. Provide consultation and education services to law enforcement colleagues, family members, and community as indicated.
  - n. Document all crisis response, crisis-related engagement, follow up services, and related administrative tasks as indicated in Section I-A.6 above.
  - o. Observe and carry out additional responsibilities listed under Section E, items 3 - 10, of this Agreement.
  - p. Perform related duties as assigned and coordinated between the BHRS Crisis Manager and Contractor Chief Executive Officer.
  - q. Adhere to the County Vehicle Use Agreement, incorporated herein by reference and included as Attachment I.
  - r. Adhere to the County Driving Policy and Safe Driver Program. See

Attachment II.

- s. Obtain insurance information from their crisis clients and enter/upload such information into Avatar for care coordination and billing purposes.

Job duties assigned by the specific police department but not listed in this Agreement shall be pre- approved by the Contractor Chief Executive Officer in consultation with the BHRS Crisis Manager.

3. The mental health clinicians shall utilize the office space provided at the assigned police department, the law enforcement radio to respond to calls, the assigned parking space to park the County car, and the needed stationary at the police department. The mental health clinicians will adhere to requests from the County's Motor Pool to schedule regular and as-needed car maintenance and shall conduct needed gasoline-filling and monthly mileage reporting. Contractor shall provide the clinicians with a work cell phone and business cards; BHRS shall provide the clinicians with a County car and a County laptop for documentation purpose.

C. Mutual Responsibilities of the Parties

1. The Parties agree to develop, review, and modify as needed, policies and procedures for CWCRT, regarding, but not limited to, scope of work, chain of communication, necessary training, grievance process, conflict resolution process, monitoring of CWCRT program status, and handling and disposition of data generated by CWCRT participants.
2. The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the CWCRT in reaching the anticipated goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights.
3. The Parties, with BHRS as the lead, will develop and participate in trainings when appropriate, develop program strategies, and continue to implement established protocol of response team, or make revisions as needed, in a manner that respects the dignity and diversity of community members.

D. BHRS Responsibilities

BHRS shall be responsible for each of the following:

1. Ensure required documentation orientation and needed certification training are arranged for onboarding and periodically/regularly as

needed. These training topics include, but may not be limited to:

- a. Documentation orientation
  - b. Orientation to BHRS and community mental health and substance use services and resources within San Mateo County
  - c. 5150 certification training
  - d. Crisis de-escalation or management of assaultive behaviors
  - e. Law enforcement culture/practices related to behavioral health
  - f. BHRS/Community partner resources training
  - g. Laws and ethics
  - h. Other training as necessary.
2. Continue to provide the Contractor mental health clinician with County equipment and materials necessary to perform the function of a mental health crisis response clinician in the CWCRT Program, limited to County laptop with needed applications, County car, auto insurance, regular auto maintenance, and ongoing refueling arrangement. County to provide technical support as the need arises in the use and maintenance of the County equipment.
  3. Continue to provide Avatar NX electronic health record logins, network logins, and County email logins for the mental health clinicians upon successful completion of all the required credentialing process, for the purpose of client lookups, and to document billable and nonbillable mental health services.
  4. Continue to hold meetings with Contractor for the purpose of contract monitoring and compliance, quality assurance, and clinical adherence.
  5. Exercise reasonable care to ensure compliance with all legal and clinical requirements related to the contract with the County and the crisis work performed by the Contractor mental health clinicians.
  6. The assigned BHRS Crisis Manager will be responsible for the oversight of this Agreement and its progress status, provide ongoing clinical consult, training, and quality assurance/quality improvement of the services provided by the Contractor mental health clinicians.

#### E. Contractor Responsibilities

Contractor shall be responsible for each of the following:

1. Ensure regular and ongoing supervision of the mental health clinicians assigned to RWC and SSF for the CWCRT program.
2. Ensure mental health clinicians document, maintain, and report performance/outcome data as requested by BHRS.
3. Ensure licensed mental health clinicians possess and maintain a valid license to engage in the practice of therapeutic services in the State of California (LCSW or LMFT).
4. Ensure license-eligible mental health clinicians obtain appropriate licensure (LCSW or LMFT) within two (2) years of employment with the CWCRT Program. Inability of the mental health clinician to achieve licensure within the two years' timeframe may result in BHRS' recommendation to rotate out the respective clinician under this Agreement.
5. Ensure mental health clinicians adhere to and deliver all tasks and responsibilities listed in Section B of this Agreement.
6. Contractor mental health clinicians will provide follow-up support with all crisis clients, within twenty-four (24) hours (via telephone or in person) of the initial crisis assessment. If a disengagement strategy is implemented, the mental health clinician shall provide a follow up with the involved community member(s) within three (3) hours (via telephone or in person) of the initial crisis assessment. The mental health clinician should continue to attempt follow-up with the community member(s) at least three (3) times before closing the case.
7. Contractor mental health clinicians will provide in-field counseling, referrals to community services and resources to clients and families of those suffering from a mental health crisis.
8. Contractor mental health clinicians will be the conduit for referring individuals to the local crisis residential treatment facility or psychiatric emergency services, as clinically appropriate.
9. Contractor mental health clinicians will participate in BHRS documentation training and will use the BHRS electronic health record, Avatar NX, to document all billable and unbillable service encounters for and related to their crisis clients as well as any collateral information, following BHRS documentation standards.

10. Contractor mental health clinicians must take and pass the required BHRS training to become 5150-certified.
11. Ensure mental health clinicians follow the terms of the County Vehicle Use Agreement and the County Driving Policy and Safe Driver Program, and various usage expectations including but not limited to maintenance and towing services. All costs incurred by the mental health clinicians because of not following County Vehicle Use Agreement will be the responsibilities of Contractor.
12. Contractor leadership will participate with designated BHRS Contract Manager in regular meetings to ensure achievement of stated program goals and outcomes, enhance collaboration and coordination needs, address any outstanding issues or obstacles to the service delivery.

F. Program Goals and Outcomes

1. The overarching goals of the CWCRT Program are as following:
  - Goal 1: Law enforcement staff and the mental health clinician will respond together to active crisis situations where mental health crisis is a factor.
  - Goal 2: Improve outcomes for individuals experiencing a crisis due to mental illness or suspected mental illness.
  - Goal 3: Increase access to appropriate behavioral health resources, services, and treatment.
  - Goal 4: Provide clinical consultation, training, and support to law enforcement personnel in the field.
  - Goal 5: Increase knowledge of mental health conditions and effective intervention strategies among law enforcement personnel.
  - Goal 6: Law enforcement will strengthen relationships with service providers and community.
2. Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:
  - a. Decreased mental health emergency service visits.
  - b. Decreased hospitalization for behavioral health crises.
  - c. Decreased contact with the criminal justice system.
  - d. Increased connection and linkage to resources, services, or treatment for individuals and/or families and caregivers experiencing mental health crises.

- e. Improved capacity of family/caregivers to recognize the need for intervention and ability to seek services when needed.
- f. Strengthen relationships between law enforcement and the community.

The Parties agree to meet and confer periodically to assess and revise program goals, and to add new program goals, as appropriate. Specific performance measures and outcome objectives are:

- a. Clinicians will respond in person to provide crisis assessment and crisis evaluation for 100% of calls that mental health issue is suspected, and that the clinician is dispatched to.
- b. Reduction of psychiatric emergency visits and psychiatric inpatient admission by 20% each fiscal year.
- c. Clinicians will provide at least one follow-up 80% of times to all Medi-Cal recipients who have been provided with a crisis assessment.

## G. Special Terms and Conditions

### 1. Coordination and Oversight

The assigned Contractor CWCRT Program Manager will be responsible for the day-to-day coordination of the program operations and problem resolution with respect to mental health clinicians.

BHRS and Contractor will convene regular bi-weekly to monthly oversight meetings to monitor the progress of the CWCRT Program towards its objectives, quality of care, services adherence issues, operational issues, and identify any ongoing work plan. BHRS Contract Manager shall be responsible for overseeing the successful implementation of all the terms in this Agreement.

### 2. Conflict Resolution

In the event of disagreements or conflicts between one of the City police departments and a Contractor mental health clinician, the disagreement or conflict will be referred initially and in writing by Contractor to the Police Chief at the specific police department and to the BHRS Clinical Services Manager. In the event consultation at that level does not resolve the disagreement or conflict, then the BHRS Clinical Services Manager and the BHRS Deputy Director of Adult and Older Adult Services shall attempt to meet and confer and

resolve the matter with the relevant police department. BHRS will obtain the participation of Contractor in the resolution process, as BHRS determines is appropriate.

If the disagreement or conflict pertains to the performance of the assigned Contractor mental health clinician, BHRS will be responsible for addressing with StarVista, the disagreement or conflict will be referred initially and in writing to the assigned Contractor Program Manager/Assistant Director and the BHRS Clinical Services Manager. In the event consultation at that level does not resolve the disagreement or conflict, above-noted meet-and-confer steps shall be followed. Finally, in the event the disagreement or conflict remains, Contractor shall remove the assigned mental health clinician and exercise reasonable diligence to identify and provide a qualified replacement.

### 3. Staffing and Supervision

This Agreement includes two full time mental health clinicians, licensed, or license eligible (LMFT, LCSW) to provide mental health services by appropriate State of California licensing authorities. Contractor will be responsible for hiring the mental health clinicians and the hiring processes. The mental health clinicians will have an appropriate level of licensing, training, experience collaborating with law enforcement, knowledge of independent resources and significant clinical experience to deal with the variety of scenarios and client profiles likely to present during CWCRT work.

Contractor shall provide required regular clinical and administrative supervision of the mental health clinicians adhering to the rules and regulations for required supervision hours for a license-eligible clinician.

### 4. Records and Confidentiality

Records created by the mental health clinicians shall be considered County records, free from the control and direction of any City with which the clinician may be embedded. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

BHRS will train all the CWCRT mental health clinicians on federal, state, and local policies and procedures with respect to the



confidentiality and use or disclosure of protected health information of clients as necessary and appropriate to carry out their functions. BHRS will provide mental health clinician with the appropriate Health System policies and procedures, which are subject to change from time to time. The County reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any mental health clinician who violates Federal, State, or local law and policy.

BHRS shall maintain beneficiary (i.e., client) medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (BHRS can maintain records for a longer period if required by other regulations or licenses).

5. Jurisdiction

At no time should the mental health clinician operate in any other cities or in any other jurisdiction, other than that assigned under this Agreement.

6. County Vehicle Use

Contractor mental health clinicians assigned to the police departments under the CWCRT program may drive County vehicle, subject to exceptions granted by the County on a case-by-case basis.

The Parties agree to the Responsibilities, Terms and Conditions, detailed in the County Vehicle Use Agreement that has been signed by both parties and attached to this agreement.

7. County Laptop Use

BHRS will provide each mental health clinician with a county laptop to support the CWCRT Program. The laptops will be the property of BHRS and as such StarVista agrees to the following:

- a. Contractor will develop a user agreement to be reviewed/approved by BHRS for staff to support safety and accountability while using the County laptops.
- b. Contractor mental health clinicians using the laptops will review

and abide by the County's Information Technology Security Policy, Internet Usage Policy, and the Protected Health Information Sanction Policy. The links to each policy is below:

1. <https://hr.smcgov.org/information-technology-security-policy>
2. <https://hr.smcgov.org/internet-usage>
3. <https://hr.smcgov.org/protected-health-information-sanction-policy>

- c. Contractor is responsible for immediate reporting to BHRS administration of any county device that is compromised, stolen, or is currently out of possession from its assigned user.

## 8. ADMINISTRATIVE REQUIREMENTS

### a. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site- Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30<sup>th</sup>. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train

employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state, or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

b. Quality Management and Compliance

i. 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.

ii. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring clients to a psychiatrist or physician, when necessary, if a psychiatrist is not available.

iii. Record Retention

Section I-G.4 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 if required by other regulations or licenses.

iv. Documentation of Services

Contractor shall provide all pertinent documentation as stated in Section I-A.6 of this Agreement. Documentation shall be completed in compliance with the BHRS 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) Short-Doyle MediCal Mental Health

Providers shall document in accordance with the BHRS Mental Health Documentation Manual located at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

v. 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, if Contractor is using its own EHR. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS 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.

9. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments annually.

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.

10. 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>.

11. 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.

12. 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 contractpossesses any PHI covered under 42 C.F.R Part 2:
  - i. 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;
  - ii. 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

iii. 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>.

13. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident within 24 hours 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, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

14. Ineligible Employees

BHRS requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and monthly thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy #93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at:



<https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRIS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRIS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRIS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRIS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRIS Quality Management via email at: [HS\\_BHRIS\\_QM@smc.gov](mailto:HS_BHRIS_QM@smc.gov) or via a secure electronic format.

15. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS 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 BHRIS 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 BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

16. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor

shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
- b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

17. Staff termination

Contractor shall inform BHRS, in a timely fashion when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

18. 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.

19. Medi-Cal Enrollment

Contractor shall be enrolled in the Med-iCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of Medi-Cal enrollment.

20. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or [ode@smcgov.org](mailto:ode@smcgov.org).

- d. 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 Office of Diversity & Equity (ODE) by September 1st of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- i. 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.
  - ii. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
  - iii. 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.
  - iv. 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.)
  - v. 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.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an

HEI/DEC 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 HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

- c. 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 their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
- d. 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 ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
- e. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

\*\*\*END OF EXHIBIT A\*\*\*

EXHIBIT A– SERVICES  
STARVISTA  
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM  
REDWOOD CITY, &  
SOUTH SAN FRANCISCO  
OCTOBER 1, 2024 – JUNE 30, 2025

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 THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$368,598) .

B. Community Wellness Crisis Response Team

For the term October 1, 2024, through June 30, 2025, County shall pay up to a maximum of THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$368,598) for services provided under Exhibit A of this Agreement.

Invoice payment for this Agreement shall be 1/9<sup>th</sup> for providing two (2) full-time StarVista mental health clinicians working 40 hours per week at RWC and SSF Police Departments. The amount of invoice shall be prorated to reflect any gaps in services when/if either or both of the clinician positions are not filled.

C. Contractor's budget is attached and incorporated into this Agreement as Exhibit C.

- D. COLAs are at the County’s discretion. If, during the term of this Contract, the San Mateo County Board of Supervisors approves a COLA, the increase may be retroactive to the current contract year.
- E. Contractor will be responsible for all additional expenses incurred during the performance of services rendered under this Agreement, but which have not been included in the budget provided.
- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- G. The Chief of San Mateo County Health 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, 2025, 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 San Mateo County Health 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 finalpayment under contract (Government Code, Section 8546.7).
- L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- M. 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 report Personnel Expenses from Operating expenses and 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. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. 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 submitted more than 90 days after the date of service are considered late claims. County reserves the right to deny payment for invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to [BHRS-Contracts-Unit@smcgov.org](mailto:BHRS-Contracts-Unit@smcgov.org) and the BHRS Crisis Manager:



County of San Mateo  
Behavioral Health and Recovery Services  
Contract Unit  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

- N. 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 San Mateo County Health or designee.
- O. 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.
- P. 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.
- Q. County May Withhold Payment
- Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment 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 BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.
- R. 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 contract amount in the following year's agreement.

S. 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 R 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 R 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.

T. 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.

U. Cost Report/Unspent Funds – 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. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports 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.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds 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 “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.
  - a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
  - b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
  - c. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed

expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

- d. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHR Director or designee.
- e. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

V. Claims Certification and Program Integrity

- 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
- 2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

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

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

Agency \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
  - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
  - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human

Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

\*\*\*END OF EXHIBIT B\*\*\*



**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN MATEO COUNTY BEHAVIORAL HEALTH  
AND RECOVERY SERVICES DIVISION AND  
STARVISTA  
(COUNTY VEHICLE USE AGREEMENT)**

This County Vehicle Use Agreement (“Use Agreement”) is entered into between San Mateo County Behavioral Health and Recovery Services (“BHRS”) and StarVista for the sole purpose of execution of the Community Wellness and Crisis Response Team (“CWCRT”) services contract (Exhibit A.4.5 to Resolution Number 078365), entered into by the parties and approved by the San Mateo County Board of Supervisors on August 3, 2021.

**Term and Termination of the Use Agreement**

This Use Agreement will be extended for the CWCRT program provided by StarVista at Redwood City (RWC) and South San Francisco (SSF) for FY 2024-2025. Should the CWCRT program terminate before June 31, 2025, this Use Agreement will also terminate concurrent with the CWCRT program early termination.

County reserves its right to revoke this Use Agreement, in whole or in part, should Contractor or Contractor’s employees be found to be in breach of any of the terms of the Use Agreement.

**Party Responsibilities**

**StarVista agrees:**

- Star Vista will obtain a copy of the California Driver’s License of each clinician allowed to drive the County vehicle (“StarVista Clinicians”) and will also put said copy on file with the County of San Mateo.
- Contractor will provide to BHRS a list of all StarVista Clinicians who will be driving a County vehicle. It is the responsibility of Contractor to keep this list up to date, and such updates must occur within five (5) days of any change.
- Only StarVista clinicians assigned to a police department under this program may drive the County vehicles, subject to exceptions granted by the County on a case by case basis
- The StarVista Clinicians driver rules:
  - Obey all traffic laws, ordinances and regulations pertaining to operating a motor vehicle, including operating the County vehicle within the speed limit at all times
  - Be courteous to other drivers.
  - Monitor electric charge, gas, tire pressure and fluid levels
  - Report any damage or problems to assigned County vehicle immediately.

- Report changes to driver privileges, such as driver's license suspension, immediately.
- Always lock County vehicle.
- Bring county vehicle to scheduled maintenance appointments at the DPW yard [insert exact address].
- Do not drive while intoxicated, fatigued, or on medication that affects driving ability.
- Do not smoke in County vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use the County vehicle unless required by emergency.
- Accident procedures: In case of an accident, contact County Risk management (650-363-4343) immediately. Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required. Do not guarantee payment or accept responsibility without County authorization. Complete an incident report.
- County vehicle will be parked at the applicable Police Departments over night or when not in use.
- When County vehicle must be charged, it will be parked at the public parking lot adjacent to the Police Department and charged only during shift time, and in accordance with charging station limitations.
- The County vehicle will be driven only by those permitted under this contract
- The County vehicle may be used only for work-related purposes. Specifically, it may be driven to field sites during a crisis call, to the gas station, to the previously noted charging station. Appropriate lunch breaks are permitted (restaurant, park), but no other personal errands may be executed using a County vehicle
- Contractor agrees to take County vehicles to DPW yard for scheduled maintenance
- All other protocols for care of car will be followed
- Parking tickets, speeding tickets, and all fines and expenses for any infraction are the responsibility of contractor; failure to pay will result in revocation of County vehicles
- The County vehicles are the sole property of the County of San Mateo
- Any person driving the County vehicle will be subject to all applicable terms of this contract
- Contractor is responsible for all operating expenses related to use of the County vehicles

**BHRS responsibilities:**

- Ensure the County vehicles are safe before assigning them.
- Scheduling regular maintenance and advising Contractor of said schedule.
- Providing car insurance.
- All maintenance and repair expenses

## **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Use 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.

## **Hold Harmless**

### **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 Use Agreement, the performance of any work or services required of Contractor under this Use Agreement, or payments made pursuant to this Use 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 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.

### **Assignability and Subcontracting**

Contractor shall not assign this Use Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Use 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 Use Agreement without penalty or advance notice.

## **Insurance**

### **a. General Requirements**

Contractor shall not commence work under this Use 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 Use 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 Use Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Use 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 Use Agreement.

**c. Liability Insurance**

Contractor shall maintain during the term of this Use Agreement such bodily injury liability and property damage liability insurance as required pursuant to Resolution Number 078365 between Star Vista and BHRS. 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 Use Agreement to the contrary, immediately declare a material breach of this Use Agreement and suspend all further work pursuant to this Use Agreement.

\*\*\*Signature Page to Follow\*\*\*

This MOU shall be effective when signed by the County and StarVista authorized officials or their designees.

**COUNTY OF SAN MATEO:**

By:  Signed by:  
Jei Africa  
E9580419FA41430... \_\_\_\_\_ Date: 09/18/2024 \_\_\_\_\_  
Jei Africa  
Director of BHRS

**STARVISTA**

By:  DocuSigned by:  
SARA MITCHELL  
0AFBCADE7812431... \_\_\_\_\_ Date: \_\_\_\_\_  
09/18/2024

**San Mateo County**



**Driving Policy  
&  
Safe Driver Program**

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# I. Introduction

## **I. Introduction**

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### **A. Driving Policy Statement**

It is the policy of San Mateo County to promote the safety of our drivers and to protect employees and the public from vehicular harm or incident. To help achieve this, the County has a Safe Driver Program that outlines measures to authorize, educate, and monitor our County drivers. Such measures include:

- Periodic and Random Driver Record Checks
- Enrollment in the Department of Motor Vehicles' Employer Pull Notice Program
- Safe Driver Program Training
- Defensive Driver Training
- County Drug and Alcohol Policy and Program for Commercial Drivers
- A Driving Policy document for all employees to read and acknowledge

### **B. Program Purpose**

The purpose of the Safe Driver Program is to unite various County driving policies and procedures into one comprehensive program document. Driving for the County is a privilege and with that comes the expectation that our drivers operate vehicles in a safe and responsible manner. The Safe Driver Program serves to promote these responsibilities and to identify procedures to ensure accountability and compliance with applicable policies and legal requirements.

### **C. Background**

In 2007, the County Manager requested information from the Human Resources Department about how the County tracks vehicle accidents that occur on County time, if the County tracks citations that occur on County time, and if the County has programs or practices in place that are designed to prevent future accidents.

Through the process of researching the answers to these questions, it became clear that County driving information was referenced in various policy documents, procedures have been established but are not effectively communicated throughout the departments, and that a single source was needed to help pull all of the County driving information into a comprehensive written document for easy reference.

In October of 2007, a Safe Driving Steering Committee was formed of department representatives to review the County's current driving policy and procedures with the goal of developing an enhanced County Driving Program designed to educate drivers about safe vehicle operations, accident procedures and disciplinary action, and the responsibilities that comes with County driving privileges.

### **D. Acknowledgements**

The Safe Driving Steering Committee members were instrumental in the evaluation and development of this Driving Policy – Safe Driver Program. A special thank you to the following departments for their contributions:

- County Manager’s Office
- San Mateo County Superior Court
- Health Department, Administration
- Health Department, Public Health
- Health Department, Injury Prevention Program
- Human Services Agency
- Human Resources, Employee and Labor Relations
- Human Resources, Risk Management
- Sheriff’s Office
- Deputy Sheriff’s Association
- Parks
- San Mateo Medical Center
- Public Works, Safety and Training
- Public Works, Vehicles and Equipment Services
- Public Works, Drafting Division
- South San Francisco Fire Department

### **E. References and Authorities**

- County Administrative Memorandums:
  - B-7 Use of Public Parking Spaces
  - B-19 Acquisition and Use of Cellular Telephones
  - B-24 Smoking Control Policy for County-Owned Vehicles

- D-5 Use of Cars for County Business
  - County Employee Relations Handbook
  - California Vehicle Code (CVC)
  - California Insurance Code
  - California Department of Motor Vehicles (DMV)
  - California Driver Handbook
  - California Commercial Driver Handbook
  - California Highway Patrol (CHP)
  - US Department of Transportation (DOT)
  - Federal Motor Carrier Safety Administration (FMCSA)
  - National Highway Traffic Safety Administration (NHTSA)
  - National Safety Council (NSC)
  - OSHA
  - Cal/OSHA
  - National Institute for Occupational Safety and Health (NIOSH)
  - Liebert Cassidy Whitmore
    - Employees and Driving, 2007
  - Bill Davis, S.A.F.E. Driver Training Consultant, 1987

## **II. Driving Privileges**



## **II. Driving Privileges**

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### **A. County Driving Privileges**

Driving for the County is a privilege and requires that County drivers be familiar with and adhere to the policies and expectations that are outlined within the County's Safe Driver Program.

### **B. CMO Memo on County Driving Privileges**

The County Manager distributed a memo, dated April 18, 2006, to all County employees regarding County Driving Privileges ([see Appendix A](#)). In this memo, the County Manager explained that several complaints had been received regarding County employees violating the Vehicle Code.

The memo stresses the points that County employees are expected to always drive County vehicles and their own vehicles while conducting County business in compliance with speed limits, to drive defensively, and to exhibit courtesy and consideration towards pedestrians and other drivers.

### **C. County Driver Expectations**

Employees who drive for County business are expected to represent the County in a professional, courteous and law-abiding manner. The following points represent key expectations:

- Maintain CA drivers license in valid and good standing
- Maintain adequate collision, personal injury and property damage automobile insurance coverage, as required by the State
- Adherence to California Vehicle Code
- Awareness of high public visibility when driving County vehicles
- Prompt reporting of accidents, violations, and tickets issued while conducting County business
- Be familiar with and follow Department specific policies and procedures related to driving

## **III. Responsibilities**

### **III. Responsibilities**

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#### **A. County Employees**

All County employees (including managers and supervisors) have the responsibility to:

- Be knowledgeable of the County's Safe Driver Program.
- Possess a current and valid California Driver License of the proper class for the vehicle(s) being operated. If your license is restricted, suspended or revoked, it must be reported to your supervisor within 24 hours.
- Wear seat belts while operating or riding in County owned and/or private vehicles used for County business. Employees who transport infants and toddlers as part of their work duties shall restrain them in approved child restraint seats.
- Conduct a safety check of County-owned vehicles before operation. Any defects are to be immediately reported to the Motor Pool.
- Have adequate collision, personal injury, and property damage insurance coverage, as required by the State of California Vehicle Code, when driving a private vehicle.
- Make all appearances and pay any fines if you receive a citation.
- Wear an approved helmet as required when operating two, three and four wheeled vehicles (including motorcycles, all terrain vehicles, and bicycles) for County business, whether County-owned or private.
- Abide by the Smoking Control Policy for County-Owned Vehicles by not smoking while conducting approved County business in County-owned ([see Appendix B](#)).
- Not smoke while conducting approved County business in private-owned vehicles.
- Not use cellular telephones without a hands-free device while driving County-owned or private-owned vehicles to conduct County business.

#### **B. Managers and Supervisors**

All Managers and Supervisors have additional responsibility to:

- Train employees on the Safe Driver Program and department-specific procedures.
- Set a positive example and promote driver safety.
- Conduct complete and thorough investigations of reports from employees of traffic violations, vehicle damage, near-miss incidents and vehicular accidents.

- Keep consistent documentation on all employee drivers.
- Take corrective action whenever an investigation results in a finding that a provision of this program is not in compliance.
- Consult with the Human Resources Department's Employee Relations or Risk Management Divisions when questions or concerns are presented.

### **C. Departments and Agencies**

All Departments and Agencies have additional responsibility to:

- Administer the provisions of the County's Safe Driver Program.
- Develop department and agency specific safe driver procedures.
- Conduct driver record checks for prospective and new hires of professional and frequent driver classifications and/or positions.
- Monitor employees who drive for County business to ensure their adherence to the provisions of the Safe Driving Program and department specific procedures.
- Respond to public complaints by conducting investigations and subsequent employee discipline, as appropriate.
- Report any additions or changes of driving duties to the Human Resources Department when employee classifications may require updating.

### **D. Human Resources Department**

The Human Resources Department – Risk Management Division is responsible for:

- Updating the Driving Policy and Program, oversight of County Driving Privileges, EPN Program Management, DOT Drug and Alcohol Program Management, Provision of Auto Liability Insurance, data collection and reporting to the County Safety Committee and Department Safety Committees or authorized representatives, as requested.

### **E. County Safety Committee**

The County Safety Committee is responsible for:

- Review of auto liability and auto collision claims for trends, corrective action and training needs.

### **F. Department Safety Committees**

Department Safety Committees are responsible for:

- Review of department auto liability and auto collision claims for trends, corrective action and training needs.

**IV. Authorization to Drive  
for County Business**

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## **IV. Authorization to Drive for County Business**

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The main objective of the County's Authorization to Drive process is to prevent motor vehicle accidents and reduce injuries and economic loss by assuring those who drive for the County are qualified and responsible drivers.

All employees who drive for County business must have a valid and current CA issued driver license.

For Professional and Frequent County Drivers, authorization from Risk Management to drive for County Business is required. For Casual Drivers, Risk Management's authorization is not required but is recommended. All drivers are expected to have a current photocopy of their CA issued driver license available in their Civil Service File.

For authorization from Risk Management to drive, please complete the Application for Authorization to Drive for County Business request form ([see Appendix C](#)).

### **A. Definition of a Professional Driver**

A Professional Driver is any employee that has a Class A, B, or C Commercial driver license and is required to perform safety-sensitive driving functions as their primary work assignment. Professional County Drivers are required to participate in the County's Drug and Alcohol Program and are subject to random drug and alcohol testing as mandated by the Federal Department of Transportation.

### **B. Definition of a Frequent Driver**

A Frequent Driver is any employee with a Class C Non-Commercial driver license and is required or expected to drive in the course of their duties. Should their driver license be restricted, suspended or revoked at any time, this action would negatively impact their ability to perform the essential functions of their job assignments.

### **C. Definition of a Casual Driver**

A Casual Driver is any employee with a Class C Non-Commercial driver license who is not required or expected to drive in the course of their duties. Should their driver license be restricted, suspended or revoked at any time, this action would not have a direct impact on their ability to perform the essential functions of their job assignments.

### **D. Volunteer and Intern Employees**

All volunteer and intern employees who are required or expected to drive must have authorization from Risk Management to drive for County Business.

### **E. Out of State Drivers**

For drivers who possess out of state driver licenses, the State of California requires that a CA driver license be acquired within 10 days of employment. The County requires all drivers to possess a valid and current CA issued driver license.



## ***F. Application for Authorization to Drive for County Business***

Control of motor vehicle accidents begins with the selection of those individuals who will be authorized to drive. Since the operation of motor vehicles for County business is a requirement of many positions, failure of an individual to qualify for authorization may negatively impact his or her employment status with the County.

The information needed to complete the [Application for Authorization to Drive for County Business](#) form is as follows:

- Driver Name (Last, First, Middle)
- Social Security Number
- Date of Birth
- CA Driver License Number
- Department and Division
- Job Title
- Employment Status (Permanent, Extra Help, Volunteer, Intern, or Other)
- Supervisor's Signature
- Date

This information will be compared with the information in the State's DMV system to confirm that the driver information is accurate and that the driver license status is valid and current with no known restrictions (other than for corrective lenses).

## ***G. Overview of Driver License Classes***

### **1. Basic Class C**

Any driver who operates a motor vehicle in the State of California must, at minimum, possess a valid Basic Class C license.

- A Class C license allows the driver to operate:
- Any 2-axle vehicle with a Gross Vehicle Weight Rating (GVWR) of 26,000 lbs. or less.
- Any 3-axle vehicle weighing 6,000 lbs. or less gross.
- Any house car, 40' or less.

- A vanpool vehicle designed to carry more than 10 but no more than 15 persons including the driver. The driver must have a valid medical certification on file with the DMV and carry a valid medical card. The driver must also have a signed certification stating he/she has not been convicted of reckless driving, drunk driving, or hit-and-run in the last 5 years. [VC Section 12804.9(i)]

A Class C license allows the driver to tow:

- A single vehicle with a GVWR of 10,000 lbs. or less including a tow dolly, if used.
- With a vehicle weighing at least 4,000 lbs. you may tow:
- A trailer coach or 5<sup>th</sup> wheel travel trailer under 10,000 lbs. GVWR when towing is not for compensation.
- A 5<sup>th</sup> wheel travel trailer exceeding 10,000 lbs. but under 15,000 GVWR when towing is not for compensation and with endorsement.

NOTE:

- Class C licenses may not tow more than one vehicle
- No passenger vehicle, regardless of weight, may tow more than one vehicle.
- No motor vehicle under 4,000 lbs. unladen weight may tow any vehicle weighing 6,000 lbs. or more gross (VC Section 21715)

## **2. Motorcycle M/M1**

Two-wheel motorcycle

## **3. Motorcycle M2**

Two-wheel motorcycle less than 150 CC

## **4. Commercial Class C**

A Commercial Class C license allows the driver to operate or tow any of the vehicles listed under the Basic Class C that is carrying hazardous materials or waste that requires placards with a hazardous materials endorsement.

## **5. Commercial Class B**

A Commercial Class B license allows the driver to operate any of the following, including those vehicles listed under a Basic and Commercial Class C license:

- Any single vehicle of more than 26,000 lbs. GVWR.
- A three-axle vehicle weighing over 6,000 lbs.

- \*Any bus (except a trailer bus) with an endorsement for that particular bus (i.e. school bus, etc.)
- Any farm labor vehicle with endorsement.

#### *\*Passenger Transport Endorsement*

Any employee operating a transit bus, which is any bus owned or operated by a publicly owned or operated transit system or under contract with a public owned or operated transit system and used to provide regularly scheduled transportation with the general public, must have a Class A or Class B license with the passenger transport endorsement.

The Commercial Class B license also allows the driver to tow a single vehicle that is 10,000 GVWR or less.

### **6. Commercial Class A**

A Commercial Class A license allows the driver to operate any legal combination of the vehicles listed under any of the Class C licenses or any of the Class B licenses (with endorsements where needed). In addition, the Commercial Class A licensed driver may tow any of the following:

- Any single vehicle with GVWR of more than 10,000 lbs.
- Any trailer bus with endorsement.
- More than one vehicle, with endorsement.

### ***H. Medical Examination Requirement***

Any person applying for a commercial driver license with the State of California will be required to submit a Medical Examination Report, known as the DL-51. The driver must give a medical report to the DMV every two years thereafter. In addition, whenever a person drives a Class A or B or Commercial Class C vehicle, they must carry their valid medical certificate dated within two years.

For County employees who have a commercial license and perform safety-sensitive functions, the medical examination is provided by the County's designated occupational health clinic. Once the exam is completed, employees are to take the DL-51 to the DMV for driver record updating.

### ***I. Department of Motor Vehicles' Employer Pull Notice Program***

The State's Employer Pull Notice (EPN) Program (CVC 1808.1) was originally established to provide employers and regulatory agencies with a means of promoting driver safety through the ongoing review of driver records.

The State requires that employers enroll any driver employed for the operation of any vehicle, if the driver is required to have any of the following:

- Class A license
- Class B license
- Class C license with Hazardous Materials Endorsement
- Class C with Special Certificates, issued pursuant to CVC Section 12512, 12517, 12519, 12520, or 12523.5
- Any driver of a passenger vehicle having a seating capacity of not more than 10 persons, including the driver, operated for compensation by a charter-party carrier of passengers.

Any County employee who is required to have a commercial driver license (CDL) and performs safety-sensitive duties is required by the State to be enrolled in the EPN program. For more information about employees who have commercial licenses, please refer to the County's DOT Drug and Alcohol Program.

### **1. The EPN and Driver Records**

The EPN program allows our organization to monitor driver records of employees that drive on the County's behalf. This monitoring accomplishes the following:

- Improves public safety.
- Determines if each driver has a valid driver license.
- Reveals driving behavior.
- Helps to minimize liability.

The County has been issued a requestor code by the DMV, which is added to an EPN enrolled employee's driver license (DL) record. When an employee's DL is updated to record an action or activity, the DMV electronically checks to determine if a pull notice is on file. If the action/activity is one that is specified to be reported under the EPN program, a driver record is generated and mailed to that employer. If no action/activity is reported, the County will receive one driver record copy annually.

### **2. Enrollment of Non-Mandated Employees**

In the interest of public safety, the DMV allows the enrollment of non-mandated drivers in the EPN program when all of the following conditions have been met:

- Must be an employer/employee relationship.
- Employee must drive frequently during the course of employment.
- Employer must have employee sign a waiver (DMV form INF 1101 or internal document if similar language) that must be maintained at the employee's worksite.

- [See Appendix D](http://www.dmv.ca.gov/forms/epn/inf1101.pdf). This form is available online at:  
<http://www.dmv.ca.gov/forms/epn/inf1101.pdf>
- Information received by the employer shall be for the business use of the employer and shall not be passed or shared with any third party.
- Upon termination of employment, employer must remove employee from EPN program immediately.

In the shared interest of promoting public safety, the County does include non-mandated employees in the EPN program. Departments with classifications and positions that meet the criteria of a frequent driver and/or transport clients may include these employees in the EPN. Some examples on non-mandated employees enrolled in the EPN are: Sheriff's Deputies, Probation Officers, Park Rangers, Social Workers, and Administrative/Executive Management positions. Departments interested in enrolling new employees into this program are to contact Risk Management (363-4613) for more information.

## **V. Motor Vehicle Use**

## **V. Motor Vehicle Use**

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### **A. Use of County Vehicles**

The County has a fleet of over 1,000 vehicles, including heavy equipment such as industrial trucks and commercial class vehicles. Employees must have a current and valid CA driver's license of the appropriate class, Department approval, and Risk Management authorization (if required) to operate a County vehicle.

### **B. Fleet Management**

The Department of Public Works' (DPW) Vehicle and Equipment Services unit of the Roads Services Division manages and maintains the fleet of County-owned vehicles. Many departments have assigned vehicles for department-specific use. Vehicles may also be checked-out from one of the DPW Motor Pool locations.

If a department chooses to purchase a vehicle separate from the County managed fleet, all maintenance requirements still apply. DPW's Vehicle and Equipment Services can provide specific maintenance requirement information upon request.

### **C. Motor Vehicle Maintenance**

All County vehicles have an assigned maintenance schedule. A maintenance schedule provides for the proper service of County vehicles and helps ensure that they are able to operate in a safe and street legal condition.

The maintenance schedule service reminder is placed on a sticker inside the driver side door of all County vehicles. When a vehicle is due for maintenance, the assigned driver is required to make an appointment with either the Belmont or Redwood City Motor Pool. It is advisable to schedule the maintenance appointment 2 weeks in advance of the designated due date.

Continued use of a vehicle beyond its service date may result in damage to the vehicle. Such usage may be considered abuse of County property and the cost of repairs may be charged to the responsible department or person.

### **D. Check Out of County Vehicles**

Employees are required to complete a DPW Vehicle Dispatch Ticket when checking out a County vehicle for approved County business. The information included will be the driver's name, department name, telephone number and work authorization number. Employees are also required to show their County ID and driver's license to demonstrate that they are valid and current.

### **E. Motor Pool Locations and Services**

- 1. BELMONT MOTOR POOL**  
29 Tower Road



San Mateo, 94402

(650) 312-5304

Hours: Monday through Friday 7:30 AM – 5:00 PM

- Auto maintenance and repairs
- Hourly and long term check out of vehicles
- 4 fuel pumps (unleaded and diesel)
- Water and air

**2. REDWOOD CITY MOTOR POOL**

501 Winslow Avenue

Redwood City, 94063

(650) 363-4037

Hours: Monday through Friday 8:00 AM – 4:30 PM

- Auto Maintenance and Repairs
- Hourly and long term check out of vehicles
- 2 fuel pumps (unleaded)
- 24 hour fuel access with County issued fuel card
- Full-service car wash
- Water and air

**3. GRANT CORPORATION YARD**

752 Chestnut Street

Redwood City, 94063

Phone 363-4103

Hours: Monday through Friday 6:00 AM – 4:30 PM

Gate access from the Chestnut Street entrance

- 8 fuel pumps (unleaded and diesel)

- Full and Self-service car wash

#### **4. Tow Services**

Business Hours – Call the Redwood City Motor Pool at 363-4037 or the Belmont Motor Pool at 312-5304/5581.

After Hours – Call Action Towing at 593-5555

Alternate – Call the County Operator at 573-2222 or 363-4000

### **F. Use of County Vehicles**

#### **1. Department Responsibilities**

Departments are responsible for the management of their vehicle fleet. Management responsibilities include:

- Maintain a fleet log of all department vehicles. A fleet log will enable departments to monitor frequency of vehicle use, identify vehicles and/or drivers who may be involved in vehicle incidents, and determine fleet management needs.
- Maintain individual vehicle use logs for each department vehicle. The purpose of a vehicle use log is to identify the authorized driver or drivers, date and time checked out and returned, calculated mileage and purpose of vehicle use.
- Report each vehicle's mileage to Public Works as required for monthly service charges.
- Ensure that department vehicles are returned to a DPW Motor Pool for scheduled and unscheduled maintenance. When vehicles are being serviced, DPW may be able to provide a loaner vehicle.
- Report all vehicle accidents and visible damage to the Motor Pool.

#### **2. Employee Responsibilities**

Employees are responsible for oversight of the County vehicle they are assigned or have checked out. Employee responsibilities include:

- Follow department procedures for checking out and completing vehicle use logs.
- Conduct Pre-Use Inspections of a County vehicle before use. This will prevent the vehicle from being driven if there is a serious maintenance need, such as a flat tire, and will also ensure that any visible damage is appropriately reported. Refer to [Appendix E](#) for a Pre-Use Inspection Checklist.
- Promptly report any vehicle damage, operation concerns, and vehicle accidents to your Supervisor or Manager for immediate attention.

- Not conducting personal business when driving a County vehicle.

## **G. Use of Cars for County Business**

(See [Appendix F](#))

### **1. Use of County Cars**

County cars may not be used to conduct personal business.

### **2. Seat Belts**

When on County business, whether in County-owned or privately-owned automobiles, drivers and passengers must use seat belts.

If seat belts in County vehicles are in any way defective, the vehicle may not be used and the Motor Pool is to be notified immediately.

All privately-owned vehicles used for County business must have working seat belts.

### **3. Use of Private Vehicles**

Department heads who receive a monthly transportation allowance may not use County cars. Most other County employees have the option of using either a private vehicle or a County vehicle in conducting County business. Department heads can require that certain employees use official County service vehicles. Employees using private vehicles for County business will be reimbursed for their mileage at a rate adopted by the Board of Supervisors.

### **4. Overnight Assignment of County Vehicles**

The following criteria must be used in the overnight assignment of County-owned vehicles:

#### ***(1) Continuous On-Call Status***

A number of County employees are regularly on-call during other than normal working hours. These employees, primarily in law enforcements, must be able to respond to emergency calls at any time and therefore may be assigned a County vehicle overnight.

#### ***(2) Special Equipment***

Vehicles with special job-related equipment, such as test equipment or police radios, may be assigned to specific individuals.

#### ***(3) Work Location***

A vehicle assignment may be made if an employee requires use of a County vehicles to perform his or her job, and if it is in the best interest of the County for that employee to report directly from home to his or her work location.

#### ***(4) Vehicle Use Required During Other Than Working Hours***

Employees not officially on-call but who must attend frequent night meetings, or who frequently conduct business requiring regular use of a vehicle other than during normal hours, may be assigned a County vehicle overnight.

#### **5. Guaranteed Ride Home**

If County vehicles are available, management will authorize the usage to a Rideshare employee on an emergency basis, where applicable.

The County Manager must approve, in advance, overnight vehicle assignments. Department heads must submit written justifications for all County vehicles assigned overnight by February 15 of each year so that the County Manager can determine if overnight assignments should continue. The department head's justification will indicate how one or more of the criteria are met and will include the following information:

- Description of usage;
- Number of trips past year, by month;
- Number of miles driven past year, by month; and
- Property number of each vehicle.

#### ***H. Use of Personal Vehicles to Conduct Approved County Business***

For employees who use their personal vehicles to conduct approved County business, their vehicles must be regularly serviced and maintained and in good operating condition.

Personal auto liability insurance and vehicle registration are required by the State and, thus, are required for any County employee who drives a personal vehicle to conduct County business.

If an employee is involved in a motor vehicle accident while operating a personal vehicle to conduct approved County business, their personal auto liability insurance is primary. However, employees may file a claim with Risk Management and upon completion of an investigation, if the claim is approved, the employee's deductible may be reimbursed.

#### ***I. Use of Rental Vehicles***

If an employee is authorized to acquire a rental vehicle to conduct approved County business, the County's auto insurance will be primary and it is not necessary to purchase additional coverage from a Rental Car Agency.

#### ***J. Commute Alternatives Program***

The County's Commute Alternatives Program offers solutions for employees who are interested in options other than driving personal vehicles to and from their workplace. Such options include monetary incentives for vanpooling, carpooling, walking, bicycling, and using public transportation. For more information about the Commute Alternatives Program, visit their

website at [www.smccap.org](http://www.smccap.org) or email questions to [commute@co.sanmateo.ca.us](mailto:commute@co.sanmateo.ca.us). You can also call (650) 599-7355 to speak with a program representative.

## **VI. Motor Vehicle Operations**

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## VI. Motor Vehicle Operations

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### A. Driver Safety Awareness

Safe driving is the responsibility of the driver. There are safety considerations a driver must be aware of to enhance their personal safety and the safety of others.

#### 1. Distracted Driving

- Nearly 80% of crashes involve some form of driver inattention.
- Avoid distractions such as adjusting the radio or other controls, eating or drinking, and talking on the phone.
- Cell phone use is the most common distraction for drivers. Talking, listening and dialing are equally dangerous. Hands-free cell phone conversations are as distracting as those on a hand-held device.
- If you are concerned about distractions from passengers and clients, ask that they refrain from their actions until you have reached your destination.

Examples of Distracted Driving include:

- Talking to passengers
- Adjusting vehicle climate/radio controls
- Eating a meal/snack
- Using a cell phone and/or texting
- Tending to children
- Reading a map/publication
- Grooming
- Preparing for work

#### 2. Fatigue

Just like drugs or alcohol, fatigue slows reaction time, decreases awareness and impairs judgment. The drivers at the highest risk are people that drive a substantial number of miles each day, those with unrecognized sleep disorders, and those prescribed medication with sedatives.

Recognize the symptoms of fatigue:

- Eyes closing or going out of focus
- Persistent yawning
- Irritability, restlessness, and impatience
- Wandering or disconnected thoughts
- Inability to remember driving the last few miles
- Drifting between lanes or onto the shoulder
- Abnormal speed, tailgating, or failure to obey traffic signs
- Back tension, burning eyes, shallow breathing or inattentiveness

Safety tips for fatigue:

- Maintain a regular sleep schedule that allows adequate rest.
- Avoid driving if fatigued. Inform your Supervisor so that driving responsibilities can be rescheduled or reassigned.

### **3. Defensive Driving**

Driving defensively means not only taking responsibility for yourself and your actions but also keeping an eye on other drivers around you.

- Make sure that all passengers are secured by a seat belt before starting a vehicle.
- Driving too fast or too slow can increase the risk of collisions.
- Be alert and look for signs of impaired drivers around you. Notice if they are straddling the center line, weaving, making wide turns, stopping abruptly or responding slowly to traffic signals.
- Avoid impaired drivers by turning right at the nearest corner or exiting and the nearest exit. Call 9-1-1 immediately after seeing a motorist who is driving suspiciously or impaired.
- Follow the rules of the road. Do not hinder the “right of way” or try to race another car during a merge. Be respectful of other motorists and pedestrians.
- Do not follow too closely or tail gate other vehicles. Always use the “three-second” following distance as a minimum rule.



#### **4. Avoid Aggressive Driving**

- Be patient and courteous to other drivers.
- Do not take other drivers' actions personally.
- Reduce your stress by planning your route ahead of time, allowing plenty of travel time, and avoiding crowded roadways and busy driving times.

Examples of Aggressive Driving include:

- Tailgating
- Making rude gestures
- Passing on the shoulder
- Pulling into a parking space someone else is waiting for
- Failing to yield to merging traffic
- Flashing high beam headlights at the car in front of you
- Waiting until the last second to merge with traffic on the highway
- Changing lanes without signaling
- Driving through a yellow light that is turning red
- Honking the horn
- Double parking
- Driving 10 mph or more under the speed limit

#### **5. Weather**

##### **a) Driving in the Rain**

Losing control of a vehicle on wet pavement is a frightening experience. To prevent skids and hydroplaning, drive slowly and carefully. When you need to stop, do not brake hard or lock the wheels. If the conditions are too dangerous, pull over in a safe place until conditions improve.

##### **b) Driving in the Fog**

Visibility may be greatly reduced depending on the thickness of fog. Drive slowly and be aware of vehicles around you. Hazard lights can help enhance your visibility

to other drivers. If the conditions are too dangerous, pull over in a safe place until conditions improve.

### **c) Headlight Requirement**

State law requires that headlights are to be turned on if snow, rain, fog, or low-visibility (1,000 feet or less) requires the use of windshield wipers.

## **6. Driving at Night**

Driving at night is more of a challenge than many people think. 90% of a driver's reaction depends on vision and vision is greatly limited at night. Depth perception, color recognition, and peripheral vision are compromised after sundown.

The National Safety Council recommends the following:

- Prepare your car for night driving. Clean headlights, taillights, signal lights and windows (inside and out) once a week.
- Have your headlights properly aimed. Misaimed headlights blind other drivers and reduce your ability to see the road.
- Don't drink and drive. Not only does alcohol severely impair your driving ability, it also acts as a depressant. Just one drink can induce fatigue.
- Reduce your speed and increase your following distances.
- Observe night driving safety as soon as the sun goes down. Twilight is one of the most difficult times to drive because your eyes are constantly changing to adapt to the growing darkness.
- State law requires that headlights are to be turned on 30 minutes after sunset and that they are left on until 30 minutes before sunrise.

## **7. Impaired Driving**

It is important for drivers to have a clear head and a sharp focus. Alcohol and drug use interferes with our ability to make sound judgments and quick decisions. It is critical that drivers make the decision to drive alert before getting behind the wheel. Not only will you be a safer driver for not driving under the influence, you will also be in a much better position to defend yourself from the driver who doesn't make that choice. Drive focused. Stay safe.

### **a) San Mateo County Drug Free Workplace Policy**

(Excerpt) It is the policy of the County to maintain a drug free workplace. The illegal manufacture, distribution, possession, or use of drugs, or acting under the influence of drugs, in this workplace is strictly prohibited. Penalties may be imposed upon employees for drug violations, up to and including termination of employment.

## **8. Parking Lots**

Parking lots harbor many hazards, including low visibility of pedestrians, stationary objects (such as poles), and moving vehicles. Take extra caution when entering into and backing out or parking stalls or lanes to prevent a collision.

## **9. Redwood City Government Center Parking Garage**

([See Appendix G](#))

### ***(1) Speed Limit***

The speed limit while driving inside the parking structure should never exceed 13 miles per hour. Always reduce speed and be extra cautious when turning corners. Racing to beat vehicles to the next level is extremely dangerous.

### ***(2) Spaces Identified as “Compact” at the Corners***

Large vehicles are not allowed to park in the spaces immediately adjacent to all turns. These spaces are clearly marked. This is essential to visibility around the corners.

### ***(3) Pulling Forward into Parking Spaces***

Please drive forward into your parking stall. Do not back into the stall. Backing your vehicle out of the parking space is slower and allows greater visibility. We also have sustained damage to the parking structure because the rear overhand of many vehicles is much longer than the front overhand and vehicles hit the structure.

### ***(4) Headlights***

Headlights must be turned on at all times while your vehicle’s engine is running in the parking garage. Headlights are essential for you to see others as well as helping others see you.

### ***(5) Pedestrian Traffic***

Drivers need to be especially aware of pedestrian traffic, including children, in the garage and must proceed cautiously at all times.

### ***(6) Stop at Stop Signs***

Please obey all stop signs in entering and exiting the garage and surrounding premises.

## **10. Gates and Overpasses**

Gates and overpasses are size restrictive so it is important that you are aware of the dimensions of the vehicle you are driving. If you are unsure that your vehicle will clear a gate or overpass, find an alternate route or request assistance in guiding you through safely.

## 11. Rural Roads

The County has remote facilities that may have rural access roads. Rural roads tend to have minimal lighting and may be narrow and winding. Take extra caution when driving on these roads, especially if you are unfamiliar with the particular route. Be aware that when two vehicles meet on a steep road where neither can pass, the vehicle facing downhill must yield the right-of-way until the vehicle going uphill can pass. The vehicle facing downhill has the greater amount of control when backing.

## 12. Roadway Work Zones

Most drivers will encounter active roadway work at some time while driving. Tips from the National Safety Council for driving safely in roadway work zones include:

- **Expect the unexpected.** Normal speed limits may be reduced, traffic lanes may be changed, and people may be working on or near the road.
- **Slow down.** Speeding is one of the major causes of work zone crashes.
- **Do not tailgate.** Keep a safe distance between you and the car ahead of you. The most common crash in a highway work zone is the rear end collision.
- **Keep your distance.** Keep a safe distance between your vehicle and the construction workers and their equipment.
- **Pay attention to the signs.** The warning signs are there to help you and other drivers move safely through the work zone. Observe the posted signs until you see the one that says you have left the work zone.
- **Obey road crew flaggers.** The flagger knows what is best for moving traffic safely in the work zone. A flagger has the same authority as a regulatory sign, so you can be cited for disobeying his or her directions.
- **Stay alert and minimize distractions.** Dedicate your full attention to the roadway and avoid changing radio stations or using cell phones while driving.
- **Keep up with the traffic flow.** Motorists can help maintain traffic flow and posted speeds by merging as soon as possible. Do not drive right up to the lane closure and then try to barge in.
- **Expect delays.** Schedule enough time to drive safely and check radio, telephone, television and web sites for traffic information.
- **Be patient and stay calm.** The work zone crewmembers are working to improve the road and make your future drive better.

### **13. Passenger Vans**

- When not full, have passengers sit in front of the rear axle
- Do not allow passengers over the maximum seating capacity or more than the available seatbelts.

### **B. Cell Phone Use Policy**

The use of County issued hands free devices is required when talking on cell phones while an employee is driving their own car or a County car for County business purposes. In addition, it is recommended that all County employees pull off the roadway before initiating a call or answering a call ([see Appendix H](#)).

For employees who use personal cell phones to conduct County approved business, a hands-free device is required when talking while driving a private-owned or County-owned vehicle.

### **C. Child Seat Policy**

Any child who is transported by County employees is to be properly restrained.

- Per State law, children who are under 6 years of age or weigh less than 60 pounds are to be properly restrained in a child passenger restraint system in the rear seat of a vehicle.
- The National Highway Traffic Safety Administration (NHTSA) and the American Academy of Pediatrics recommend that children remain in booster seats until they are 8 years of age or 4 feet 9 inches tall.
- Car manufacturers and the NHTSA recommend that all children 12 years and younger should ride in the rear seat. Rear seat occupants of all ages are 40% less likely to die in a crash than front seat occupants.

#### **1. Child Passenger Restraint System Standards**

Child Passenger Restraint Systems must meet federal and state motor vehicle safety standards and are to be in good condition.

- Car seats over 6 years of age are not recommended for use, even though they may appear to be in good condition.
- Vehicle owner manuals and car seat instruction manuals should both be used to install every child restraint system.
- Child Passenger Restraint Systems are to fit properly into the vehicle for which they are being used.
- A child may not ride in the front seat with an active passenger bag if:
  - Under one year of age

- Weighs less than 20 pounds
- Riding in a rear facing Child Passenger Restraint System

## 2. 4 Steps for Kids (See [Appendix I](#))

### (1) *Step 1: Rear Facing Seats*

- Newborns and infants up to 20-35 pounds.
- Babies must ride rear-facing until one year of age AND at least 20 pounds. However, it is recommended that infants remain rear facing until they reach the height and weight limitations of the car seat.
- Infants typically transition from an infant carrier seat to a rear-facing convertible seat at about 22 pounds or 29 inches (see infant seat instruction manual), THEN ride-rear facing through about 30-35 pounds (see convertible seat instruction manual).
- Infant carrier seats can never be used forward facing.

### (2) *Step 2: Forward Facing Seats*

- A minimum of one year of age AND at least 20 pounds. However, the best practice is to have the child face forward only after they exceed this minimum and the rear facing height or weight limit of their convertible car seat.
- Select convertible or forward facing seats that restrain children above 40 pounds if possible. Better seats harness a child through 50-80 pounds, depending on individual seat instructions.
- Some forward facing seats can be converted to a belt-positioning booster after child reaches 40 pounds. See manufacturer's instructions.

### (3) *Step 3: Booster Seats*

- For children over the weight or height limit of available harness seats, ideally for children over 40 pounds.
- Must be used with a lap and shoulder belt.
- Lap belt fits low and across hips.
- Shoulder belt must cross the collarbone and center of chest.

### (4) *Step 4: Seat Belt*

- Children do not typically outgrow their booster seats until they are 8 years of age or 4 feet 9 inches tall.
- May use seat belts if:
  - Lap belt lies across the upper thighs
  - Shoulder belt lies across the chest
  - Can bend legs easily over the edge of the seat with rear end firmly against the seat back
  - Can comfortably maintain safe seatbelt positioning for the entire drive
- Must be in the back seat unless exempt.
- NHTSA recommends all children 12 and under should be in back seat.

### 3. Child Car Seat Inspections

The San Mateo County Sheriff's Office is committed to child safety. Free child car seat inspections are performed:

**(1) *Tuesdays at the North Fair Oaks Substation***

9:00 AM to Noon

3121 Middlefield Road, Redwood City

To schedule an appointment, please call **School Resource Unit** at 650-363-4531

**(2) *Mondays at the North Coast Substation***

9:00 AM to Noon

500 California Avenue, Moss Beach

To schedule an appointment, please call **North Coast Substation** at 650-573-2801

*Appointments are 1 hour per seat. If there are more than 2 seats, please make two appointments, back-to-back hours.*

For more information on Child Passenger Restraint Systems, you can contact the San Mateo County Childhood Injury Prevention Program at 650-573-3728 or check the Health Department's website: <http://www.smhealth.org/>

### **D. Use of Public Parking Spaces Policy**

Metered and non-metered curbside parking spaces near county buildings are not intended for all-day employee parking. They are for transient public parking and for residents who live in the area.

County employees should park their vehicles in the county parking lots or in designated public all-day metered spaces. Employees taking time out from their work day during the day to “feed the meter” or to move their cars from restricted parking zones misuse county time as well as the residential space and transient parking space designed for use by the public we serve. Department heads who are aware of employees parking in public spaces, or to whom such parking is reported, should take steps to assure it is discontinued ([see Appendix J](#)).

### **E. Bridge Toll Policy**

County vehicles are not exempt from bridge tolls. Employees who drive over bay area bridges to conduct approved County business must pay the current toll fee. Drivers should ask the toll agent for a receipt to include with a mileage reimbursement form.

### **F. Disabled Parking and Red Zones**

County vehicles are not to park in designated disabled parking stalls or red zones without appropriate authorization, such as a disabled parking placard or when in an authorized emergency vehicle.

### **G. Mileage Reimbursement Policy**

Except where indicated below, the County does not reimburse employees for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Human Resources Director whose decision shall be final. After notification is received from the IRS indicating a change in its allowable mileage rate, the County will change its rate to coincide with the rate set by the IRS, as soon as possible.

Definition of Regular Work Location: The County facility(ies) or designated area(s) within the County where an employee reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which an employee is assigned for a period in excess of 20 consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments that extend beyond 20 days may be considered for a mileage reimbursement eligibility extension not to exceed a total of twenty (20) additional workdays. All approval authority for extensions rests with the Human Resources Director whose decision shall be final.

An employee is entitled to mileage reimbursement under the following conditions:

1. Once an employee arrives at his/her regular work location, any subsequent work related travels in the employee’s own vehicle shall be eligible for mileage reimbursement.



2. a) If an employee uses his/her own vehicle for travel to and from any required training program or conference, the employee shall be entitled to mileage reimbursement for all miles traveled unless the employee is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the employee's regular work location.
- b) If an employee uses his/her own vehicle for travel to and from any optional work related training program or conference the employee may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
3. An employee who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.
4. An employee who is required to engage in any work related travel at the conclusion of which the employee's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence.

Exceptions to the above policy may be considered on a case-by-case basis by the Human Resources Director, whose decision shall be final. ([See MOU on Employee Relations web site](#))

### ***H. Fuel Conservation***

With the high cost of gasoline and limited funding resources, County drivers are encouraged to take these following measures to help conserve fuel:

- **Limit idle time.** Avoid excessive sitting and idling. Shut off the engine while waiting or working in the field. If possible, plan your route to be the shortest distance possible. Also, modern vehicles are designed to warm up much quicker and in a matter of seconds. Pressing on the accelerator is not necessary when starting a vehicle that has a fuel injection system. By law, diesel trucks are required to shut down after 5 minutes of idle time.
- **Maintain recommended tire pressure.** Tires account for 4% - 7% of a vehicle's fuel consumption. If tires are not properly inflated, they contribute to a higher percentage of fuel consumption. The recommended tire pressure is available in the vehicle manual. Do not check tire pressure when the tires are warm from driving. If you are concerned about the tire pressure on a County vehicle, take it to a Motor Pool for a mechanic to check.
- **Remove excess cargo.** Remove excess cargo to lighten the weight of a vehicle.
- **Drive gently.** Avoid sudden acceleration and jerky stop-and-go driving. Anticipate the traffic patterns ahead and adjust speed gradually. Also, monitor speed levels at all times to ensure that the posted speed limit is adhered to.

- **Engine performance.** A well-maintained engine operates more efficiently and will get better fuel mileage. Do not procrastinate in turning in County vehicles for routine preventative maintenance.
- **Check out a hybrid vehicle.** Request to reserve or check out a hybrid vehicle from one of the County Motor Pool locations. (Hybrid vehicles are only available on a first come-first serve basis.)

## **VII. Motor Vehicle Liability Self-Insurance Program**

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## **VII. County Motor Vehicle Self-Insurance Program**

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### **A. County Vehicle Insurance Coverage**

The County is self-insured under guidelines of the State of California for all County-owned motor vehicles and heavy equipment.

Vehicle accidents resulting in bodily harm or property damage of \$750 or more will be reported to the Department of Motor Vehicles.

### **B. Personal Vehicle Coverage**

For employees who drive personal vehicles to conduct approved County business, your personal insurance is primary at all times. Adequate collision, personal injury, and property damage insurance coverage is required by the State. However, if employees are engaged in a motor vehicle accident, employees may file a claim with Risk Management and upon completion of an investigation, if the claim is approved, the employee's deductible may be reimbursed.

If you have questions pertaining to your personal insurance coverage, please contact your appropriate insurance company representative. For County employees who are interested in filing a vehicle accident reimbursement claim with the County, please contact the Risk Management Liability Coordinator at 650-363-4611.

## **VIII. Motor Vehicle Accidents and Reporting**

## **VIII. Motor Vehicle Accidents and Reporting**

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Motor Vehicle Accidents are consistently the leading cause of workplace injury, disability, and death in the United States. Of approximately 5,700 fatalities annually reported by the Bureau of Labor Statistics, 35% are associated with motor vehicles.

Between 2002-2007, on average:

- 1,371 workers died each year from crashes on public highways.
- 330 workers died each year in crashes that occurred off the highway or on industrial premises.
- 363 pedestrian workers died each year as a result of being struck by a motor vehicle.

The most common causes of accidents are:

- Unsafe speed
- Driving on the wrong side of the road
- Improper turns
- Violating the right-of-way rules
- Violating stop signals and signs
- Driver distractions

The County of San Mateo has over 5,000 employees, all of whom represent the most valued asset the County has. While vehicle accidents are unintended events, there are safety measures drivers can take to reduce the risk of being involved in a motor vehicle accident that may result in damage, injury, or death.

When a vehicle accident does occur, there are procedures in place to immediately protect the driver from harm, address medical needs, investigate the accident to identify cause, and to make the necessary vehicle repairs.

### **A. When to Report a Vehicle Accident**

#### **1. Accident in a County-Owned Vehicle**

Employees must immediately notify their supervisor or manager of any accident involving a County vehicle or personal vehicle while conducting approved County business. For County-owned vehicles, the employee is to complete a San Mateo County Vehicle Accident Report (see Accident Reporting Kit section) to document the details of the accident.

Vehicle accidents may involve the following contributing factors:

- Vandalism
- Deer
- Acts of nature (wind, falling objects)
- Road debris (rocks, objects)
- Backing into objects or parked cars
- Rear ending another vehicle
- Striking a pedestrian
- Traffic collision
- Weather-related loss of vehicle control

## **2. Accident in a Personal-Owned Vehicle**

If an employee is driving a personal vehicle while conducting County approved business and is involved in an accident, the accident is to be reported to their Automobile Insurance Provider. An incident report is to be completed by the department.

If the accident involves damage to another vehicle or property, the accident must also be reported to Risk Management. The employee is to contact the County's Liability Coordinator within **24 hours** at 650-363-4611.

### ***B. Accident Reporting Kit***

Each County vehicle has an Accident Reporting Kit located in the glove box. Within the kit is a **County of San Mateo Motor Vehicle Accident Report** ([see Appendix K](#)). This report is to be completed by the County driver involved in the accident, which is to be reviewed and signed by their supervisor or manager.

This report is to be completed and returned to Risk Management within **5 days** of a vehicle accident. However, Risk Management must be notified within **24 hours** if an employee is injured, a public citizen is involved or public property has been damaged. Additionally, a separate Workers' Compensation report is required for employees that may be injured in a vehicle accident.

For questions about the Motor Vehicle Accident Report, contact the County's Liability Coordinator at 650-363-4611. Reports can be faxed to 650-363-4864 or sent by PONY to HRD 163, attention Risk Management.

### **C. Procedure In Case of Breakdown of County Vehicles**

This procedure applies to vehicles of the County-Owned Motor Fleet. (Sheriff's Patrol vehicles will call for all service as needed.)

1. Telephone Motor Pool during regular business hours:
  - a. Redwood City Motor Pool 650-363-4037
  - b. Belmont Motor Pool 650-312-5304
2. Identify the County vehicle by property number and make or model
3. Describe the reason of breakdown (for example: dead battery, flat tire, stopped running, overheated, funny noise, broken belt or hose, etc.)
4. Provide exact location of the vehicle and phone number calling from

If unable to contact either Motor Pool, the driver is authorized to do either:

1. Arrange for towing the vehicle to the closest Motor Pool by calling the following:
  - a. Call Action Towing at 593-5555
  - b. Call the County Operator at 573-2222 or 363-4000
2. Have minor emergency repairs made at the closet repair location
  - a. The limit of the repair costs are to be:
    - i. \$60.00 in San Mateo County
    - ii. \$100.00 in adjacent Counties
    - iii. \$150.00 in further away Counties
3. In all cases of minor or emergency repairs, the County vehicle, along with all bills or credit card receipts must be returned to the Motor Pool.

### **D. What To Do Immediately Following a Vehicle Accident**

- Stop your vehicle. Move the vehicle out of the road if safe to do so.
- Call 9-1-1 to request law enforcement assistance or emergency medical services. Assist others who may be injured.
- Mark the accident scene with flares or reflective triangles.



- Gather the names of other drivers involved and any witnesses.
- Make a quick diagram of where the vehicle occupants were seated and indicate the vehicles' direction of travel and lane. Also, note the date, time and weather conditions.
- Exchange drivers' license, registration and proof of insurance information. Write down the license and policy numbers. *(For County-owned vehicles, registration is not necessary to present and the evidence of financial responsibility is located on a yellow card within the glove box.)*
- Do not discuss "fault" or make statements about the accident to anyone but the police.
- Get the name/badge # of the primary police officer and a copy of the police report number.
- If you hit a parked vehicle or other property, leave a note with your name and address in the car or securely attached. Report the accident to the city police or, in unincorporated areas, to the CHP.
- If your parked vehicle rolls away and hits another vehicle, find the owner and report to the authorities as mentioned above.
- If you have a tire blowout:
  - Grip the steering wheel firmly and work your vehicle to an exit or off the side of the road
  - Let off the gas to slow the vehicle. Do not slam on the brakes.
  - It is safer to roll your car off the roadway than to stop in traffic and risk being rear-ended.
  - Once off the road, put the emergency lights.
- Call the Motor Pool and your Supervisor to report the accident.
- While waiting for assistance, do not stand behind or next to your vehicle. If possible, stand away at a safe distance or stay inside the vehicle if possible.
- If you injure or kill an animal, call the nearest humane society or call the police or CHP. Do not try to move an injured animal or leave an injured animal to die.
- You (or your insurance agent, broker, or legal representative) must make a written report to the DMV within 10 days when more than \$750 in damage was done to the property or any person or if anyone was injured or killed.) *Your driving privilege will be suspended by the DMV if you do not make this report.*

***E. When to Involve Law Enforcement***

The local law enforcement or CHP is to be contacted whenever a County employee (driving a County-owned or personal-owned vehicle while conducting County business) is in an accident that involves another vehicle or damage to property.

If law enforcement is not immediately called or dispatched to the accident scene, the employee must make a report to the local law enforcement office.

A copy of the police report, along with the County's Motor Vehicle Accident Report, is to be submitted to Risk Management via fax to 650-363-4864.

***F. Commercial Drivers Involved in a Vehicle Accident***

The Department of Transportation and the Federal Motor Carrier Safety Administration require that post-accident drug and alcohol testing be conducted after an accident where there has been a fatality or when a commercial driver receives a citation in one of the following situations:

- There has been disabling damage to a vehicle and it requires a tow-away.
- Bodily injury that requires immediate treatment away from the accident scene.

***G. Self-Insurance Requirements***

Because the County is self-insured for automobile liability, Risk Management must report any accident that results in bodily injury or property damage over \$750 to the Department of Motor Vehicles.

## **IX. Violations and Employee Discipline**

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## **IX. Violations and Employee Discipline**

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### **A. Policy for Investigating Violations and Complaints**

The County has an established Driving Policy for Investigating Violations and Complaints in December of 1993 ([see Attachment L](#)). This Policy is applicable to any employee who drives on County business, either in their own car or a County car. The Policy was developed to protect the County and to advise employees of their rights and responsibilities when driving on County business.

The Policy established a process for investigating violations and complaints, as well as providing early notification to employees of problems concerning driving records. It also includes notification to supervisors if problems continue, and in some cases, may warrant appropriate corrective/disciplinary action depending on the specific circumstances.

As with any employee relations matter, each is investigated and action taken on a case-by-case basis. The general criteria for reviewing violations and investigating complaints is as follows:

- Liability exposure
- Seriousness of the offense
- Number of offenses
- Frequency of offenses

It is essential that County employees observe and comply with the State Vehicle Code while driving County vehicles and while driving their own vehicles on County business. County employees are expected to always drive in compliance with speed limits, to drive defensively, and to exhibit courtesy and consideration towards pedestrians and other drivers.

### **B. Public Complaints**

County vehicles are clearly marked to identify them as official government property and are to be used for approved County business only. Public citizens are vigilant in observing the driving behavior of employees while driving in County vehicles. If the County receives a public complaint concerning a County driver, the complaint details will be investigated as per the Policy for Investigating Violations and Complaints.

### **C. Employees Who Receive a Ticket or Toll Violation While Driving a County Vehicle**

Any employee who receives a ticket or toll violation while driving a County vehicle for approved County business is responsible to pay any and all related penalty fines and to make any and all Court appearances. Employees are to immediately report any tickets received to their supervisor or manager.

County employees are not exempt from receiving tickets for violations while driving County vehicles, such as:

- Moving violations (speeding, street lights, stop signs, cell phone use, etc.)
- Parking and Street Cleaning
- Bridge Toll
- Diamond/Carpool Lane
- Disabled Parking
- No Parking Zone

#### ***D. Processing Vehicle Violations***

For processing vehicle violations that are sent directly to the County, Public Works and Risk Management have implemented a process to forward the violations to the appropriate departments and drivers ([see Attachment M](#)). It is the responsibility of the department to identify the appropriate driver and it is the responsibility of the driver to pay any and all penalty fees.

Processing Vehicle Violations is initiated with the Vehicle and Equipment Services unit of Public Works. They will receive a vehicle violation notice, typically for one of the following:

- Traffic/Moving Violation Notice
- Toll Evasion Notice
- Parking Violation Notice

Vehicle and Equipment Services will then:

1. Send the violation notice and attached bill with a cover letter, including identifying notations, to the involved department.
2. Send a copy of the bill and cover letter to Risk Management
3. Keeps a copy of the bill and cover letter

Employee Relations may become involved when a 2<sup>nd</sup> notice is received indicating that the initial vehicle violation notice has not been resolved.

# **X. Driver Training**

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## **X. Driver Training**

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### **A. Driver Education**

Departments have the responsibility to train employees on the Safe Driver Program and department-specific procedures. To enhance the education and skill development of employees, the County offers Defensive Vehicle Driving through the Sheriff's Office.

### **B. Defensive Vehicle Driving Course**

The San Mateo County Sheriff's Office offers a Defensive Vehicle Driving Course for County employees. The Defensive Vehicle Driving course is a 1-day (8 hour) session that includes the following:

- Lecture presentation of vehicle dynamics and defensive driving
- Skill development exercises:
  - Accident avoidance
  - Slalom
  - Entry/Exit
- Defensive driving exercises with commentary driving
- Written test and evaluation
- Certificate of completion

The Defensive Vehicle Driving course is held at the Half Moon Bay Airport and offers space for 12 total students. Departments can schedule a course for 12 employees or can split a course with another department to fulfill the requisite 12 slots. Also, the Sheriff's Office may periodically schedule dates and will advertise them in the County's Learning Management System at <https://sanmateocounty.cyberu.com/>. Scheduled dates are open to individual enrollment versus department enrollment.

Employees who are enrolled are encouraged to drive their assigned vehicles in the course. If an assigned vehicle is unavailable, the Sheriff's Office may be able to provide a loaner vehicle.

Departments who are interested in scheduling this course can contact Lieutenant Murray "Randy" Randleman at 363-4324 or [MRandleman@co.sanmateo.ca.us](mailto:MRandleman@co.sanmateo.ca.us) for more information.

### **C. 1:1 Defensive Vehicle Driving Training**

The San Mateo County Sheriff's Office offers 1:1 (One-On-One) Defensive Vehicle Driving training for departments who may have employees that require additional skill development or assessment. This training is especially helpful for employees who may have special needs that

are best suited in a private training environment. Prerequisite: employee has attended Defensive Vehicle Driving Course for County employees.

Departments who are interested in enrolling employees in this course can contact Lieutenant Murray “Randy” Randleman at 363-4324 or [MRandleman@co.sanmateo.ca.us](mailto:MRandleman@co.sanmateo.ca.us) for more information.



# **XI. Appendices**

## XI. Appendices

### Appendix A – County Driving Privileges



**SAN MATEO COUNTY  
COUNTY MANAGER'S OFFICE**

Date: April 18, 2006

**To:** All County Employees  
**From:** John L. Maltbie, County Manager  
**Subject:** County Driving Privileges

We have recently received several complaints about County employees violating the Vehicle Code. The complaints have included County employees who were observed speeding, weaving in and out of traffic and driving in other unsafe ways in County vehicles. In at least one case, the County employee was transporting a child while speeding. Such actions place the driver and any passengers in the County vehicle and other drivers and pedestrians at risk of injury or death.

It is essential that County employees observe and comply with the Vehicle Code while driving County vehicles and while driving their own vehicles on County business. County employees are expected to always drive in compliance with speed limits, to drive defensively, and to exhibit courtesy and consideration toward pedestrians and other drivers.

All reported complaints of failure to adhere to the Vehicle Code and failure to treat pedestrians and other drivers courteously while driving County vehicles or while driving your own vehicle on County business will be investigated and are cause for disciplinary action up to, and including, dismissal from County employment.

Driving a marked County vehicle immediately identifies the driver as a County employee and as such we are all very visible representatives of County government in the eyes of everyone who observes how the vehicle is being driven. Please remember poor driving not only endangers you and others but reflects badly on the entire County government as well. Thanks for your cooperation.

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**Appendix B – Smoking Control Policy for County-Owned Vehicles**



**ADMINISTRATIVE MEMORANDUM  
COUNTY OF SAN MATEO**

**NUMBER: B-24  
DATE: November 14, 2001**

**SUBJECT:** Smoking Control Policy for County-Owned Vehicles

**RESPONSIBLE DEPARTMENT:** County Manager's Office

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

Purpose/Intent

To protect County employee's health and welfare by establishing a Countywide prohibition on smoking in County-owned vehicles, which is construed as a place of employment.

Background

On July 17, 1990, the Board of Supervisors enacted the Smoking Pollution Control Ordinance No. 03239. The Ordinance prohibits smoking in all County owned buildings and County-leased portions of buildings effective August 16, 1990. Due to this ordinance, smoking is prohibited in all County facilities at all times.

Policy

There will be no smoking in any County-owned vehicle or equipment, by any County employee or member of the public at any time, while riding in a County-owned vehicle.

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### Appendix C – Application for Authorization to Drive for County Business



County of San Mateo  
Human Resources Department

#### APPLICATION FOR AUTHORIZATION TO DRIVE FOR COUNTY BUSINESS

This information will be used in evaluating your driving record on a continuing basis to permit ongoing risk management. Safe driving practices contribute toward a positive accident-free citation record. Knowledge of defensive driving techniques, rules and regulations plus their continued use are very important to your continued authorization.

Driver Name: \_\_\_\_\_  
Last First Middle

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

CA Driver License Number: \_\_\_\_\_

Department / Division: \_\_\_\_\_

Job Title: \_\_\_\_\_

- Permanent  Extra Help  Other
- Volunteer  Intern  \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print and Signature)

Forward Completed Form to Risk Management: PONY to HRD 163 or FAX to 363-4864

<b>Risk Management to Complete and Return to Department for Employee's Personnel File</b>	
<input type="checkbox"/> Approved	Date: _____ Signature: _____
<input type="checkbox"/> Not Approved	Reason: _____

# Appendix D – DMV Authorization for Release of Driver Record Information



## EMPLOYER PULL NOTICE PROGRAM AUTHORIZATION FOR RELEASE OF DRIVER RECORD INFORMATION

I, \_\_\_\_\_, California Driver License Number, \_\_\_\_\_, hereby authorize the California Department of Motor Vehicles (DMV) to disclose or otherwise make available, my driving record, to my employer, \_\_\_\_\_  
COMPANY NAME

I understand that my employer may enroll me in the Employer Pull Notice (EPN) program to receive a driver record report at least once every twelve (12) months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action is taken against my driving privilege during my employment.

I am not driving in a capacity that requires mandatory enrollment in the EPN program pursuant to California Vehicle Code (CVC) Section 1808.1(k). I understand that enrollment in the EPN program is in an effort to promote driver safety, and that my driver license report will be released to my employer to determine my eligibility as a licensed driver for my employment.

EXECUTED AT: CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE OF EMPLOYEE \_\_\_\_\_  
**X**

I, \_\_\_\_\_, AUTHORIZED REPRESENTATIVE \_\_\_\_\_, of \_\_\_\_\_, COMPANY NAME \_\_\_\_\_

do hereby certify under penalty of perjury under the laws in the State of California, that I am an authorized representative of this company, that the information entered on this document is true and correct, to the best of my knowledge and that I am requesting driver record information on the above individual to verify the information as provided by said individual. This record is to be used by this employer in the normal course of business and as a legitimate business need to verify information relating to a driving position not mandated pursuant to CVC Section 1808.1. The information received will not be used for any unlawful purpose. I understand that if I have provided false information, I may be subject to prosecution for perjury (Penal Code Section 118) and false representation (CVC Section 1808.45). These are punishable by a fine not exceeding five thousand dollars (\$5,000) or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment. I understand and acknowledge that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC Sections 1808.45 and 1808.46.

EXECUTED AT: CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
**X**

To obtain a driver record on a prospective employee you may submit an INF 1119 form. To add this driver to the EPN Program you must submit the applicable forms: INF 1100, INF 1102, INF 1103, INF 1103A form. You may obtain forms at our website at [www.dmv.ca.gov/otherservices](http://www.dmv.ca.gov/otherservices), or by calling 916-657-6346.

**THIS FORM MUST BE COMPLETED AND RETAINED AT THE EMPLOYER'S PRINCIPAL PLACE OF BUSINESS AND MADE AVAILABLE UPON REQUEST TO DMV STAFF.**

**DO NOT RETURN THIS FORM TO DMV.**

INF 1101 ENGLISH (REV. 02004) WWW



**Appendix E – Pre-Use Vehicle Inspection Checklist**

County of San Mateo  
Human Resources Department

**PRE-USE VEHICLE  
INSPECTION CHECKLIST**

Prior to each daily use of a County-owned or personal vehicle used to conduct approved County business, the driver shall check the following items to make sure that all equipment is working and in good, safe operating condition.

1. License Plate (valid and secured)
2. Tires (properly inflated, no excessive wear)
3. Spare Tire (available and inflated)
4. Windows (intact and clean)
5. Mirrors (intact, clean and adjustable)
6. Window Wipers (no excessive wear, available wiper fluid)
7. Windshield (intact, free from cracks and clean)
8. Brake Lights
9. Tail Lights
10. Head Lights
11. Signal Lights
12. Emergency Lights
13. Horn
14. Brakes
15. Safety Belts
16. Child Restraint Seat
17. Fuel Gauge
18. Window controls
19. Steering Control
20. Accident Reporting Kit
21. First-Aid Kit
22. Fire Extinguisher (light trucks, vans and optional for cars that transport children)

If any deficiencies are identified, remove the vehicle from service and immediately contact the Motor Pool to schedule an appointment. The Motor Pool may have the vehicle towed as a safety precaution.

**Appendix F – Use of Cars for County Business –Page 1**



**ADMINISTRATIVE MEMORANDUM  
COUNTY OF SAN MATEO**

NUMBER: D-5

SUBJECT: Use of Cars for County Business

RESPONSIBLE DEPARTMENT: General Services

APPROVED: John L. Maltbie, County Manager

DATE: August 2, 1993

Use of County Cars

County cars may not be used to conduct personal business.

Seat Belts

When on County business, whether in County-owned or privately-owned automobiles, drivers and passengers must use seat belts.

If seat belts in County vehicles are in any way defective, the vehicle may not be used and the motor pool notified immediately.

All privately owned vehicles used for County business must have working seat belts.

Accident Reporting

Instructions for accidents and emergencies may be found in the glove compartment of each car.

Use of Private Vehicles

Department heads who receive a monthly transportation allowance may not use County cars. Most other County employees have the option of using either a private vehicle or a County vehicle in conducting County business. Department heads can require that certain employees use official County service vehicles. Employees using private vehicles for County business will be reimbursed for their mileage at a rate adopted by the Board of Supervisors.

## Appendix F – Use of Cars for County Business –Page 2

Administrative Memorandum Number: D-5

PAGE: 2

### Overnight Assignment of County Vehicles

The following criteria must be used in the overnight assignment of County-owned vehicles:

1. Continuous On-Call Status

A number of County employees are regularly on-call during other than normal working hours. These employees, primarily in law enforcement, must be able to respond to emergency calls at any time and therefore may be assigned a County vehicle overnight.

2. Special Equipment

Vehicles with special job-related equipment, such as test equipment or police radios, may be assigned to specific individuals.

3. Work Location

A vehicle assignment may be made if an employee requires use of a County vehicle to perform his or her job, and if it is in the best interest of the County for that employee to report directly from home to his or her work location.

4. Vehicle Use Required During Other Than Working Hours

Employees not officially on-call but who must attend frequent night meetings, or who frequently conduct business requiring regular use of a vehicle other than during normal working hours, may be assigned a County vehicle overnight.

5. Guaranteed Ride Home

If County vehicles are available, management will authorize the usage to a Rideshare employee on an EMERGENCY basis, where applicable.

The County Manager must approve, in advance, overnight vehicle assignments. Department heads must submit written justifications for all County vehicles assigned overnight by February 15 of each year so that the County Manager can determine if overnight assignments should continue. The department head's justification will indicate how one or more of the criteria are met and will include the following information:

- description of usage;
- number of trips past year, by month;
- number of miles driven past year, by month; and
- property number of each vehicle.



## Appendix G – Safety-Parking Garage

SAN MATEO COUNTY  
COUNTY MANAGER'S OFFICE  
Inter-Departmental Memorandum

February 28, 2005

**To:** All Employees of Redwood City Campus  
**From:** John L. Maltbie, County Manager  
**Subject:** Safety -- Parking Garage

Due to several accidents and near accidents in our Redwood City employee parking garage, I wanted to reinforce my concern about driver safety in this structure, and remind you of the following:

Speed Limit

The speed limit while driving inside the parking structure should never exceed the posted 13 miles per hour. Always reduce speed and be extra cautious when turning corners. Racing to beat vehicles to the next level is extremely dangerous.

Spaces Identified as "Compact" at the Corners

Large vehicles are not allowed to park in the spaces immediately adjacent to all turns. These spaces are clearly marked. This is essential to visibility around the corners.

Pulling Forward into Parking Spaces

Please drive forward into your parking stall. Do not back into the stall. Backing your vehicle out of the parking space is slower and allows greater visibility. We also have sustained damage to the parking structure because the rear overhang of many vehicles is much longer than the front overhang and vehicles hit the structure.

Headlights

Headlights must be turned on at all times while your vehicle's engine is running in the parking garage. Headlights are essential for you to see others as well as helping others see you.

Pedestrian Traffic

Drivers need to be especially aware of pedestrian traffic, including children, in the garage, and must proceed cautiously at all times.

Stop at Stop Signs

Please obey all stop signs in entering and exiting the garage and surrounding premises.

Enforcement efforts will increase. Employees are encouraged to call the SAFE Hotline (599-7233) and report any incident in which they observe someone not practicing safe driving in the garage.

Thank you.

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**Appendix H – Policy for Acquisition and Use of Cellular Telephones-  
PAGE 1**



**ADMINISTRATIVE MEMORANDUM  
COUNTY OF SAN MATEO**

**NUMBER: B-19**

**SUBJECT:** Policy for Acquisition and Use of Cellular Telephones and Personal Digital Assistants (PDAs)

**RESPONSIBLE DEPARTMENT:** County Manager's Office

**APPROVED:** *(signature on file in the County Manager's Office)* **DATE:** October 22, 2007  
John L. Maltbie, County Manager

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This memorandum replaces an earlier version Memorandum B-19 dated December 16, 2004 revising the policy for use of cellular telephones and PDAs. It shall be San Mateo County's policy that these devices be used in a manner that is cost effective, appropriate and beneficial to the citizens of the County.

**Guidelines for Compliance with County Policy**

1. Cellular telephones and PDAs are appropriate when they:
  - (a) enhance the safety of the user;
  - (b) significantly improve the productivity of the user resulting in measurable savings to the County;
  - (c) significantly improve responsiveness to a call for emergency or crisis situation;
  - (d) safeguard communications that are vital to the protection of life and property in situations where use of other forms of communication is not safe, practical or available; or
  - (e) create accessibility where necessary for receiving and/or providing instructions in matters where delays could result in a loss to the County or where the effective and efficient functioning of the County is at stake.
  
2. Departments shall be responsible for limiting cellular phones, PDAs, and services to the minimum level necessary to conduct business, including:
  - (a) pooling of cellular phones wherever possible, rather than assigning personal cellular phones to individual employees;
  - (b) selecting plans that maximize needs and minimize cost, such as pooling of minutes within a group or Division; and
  - (c) limiting services and plan options to the minimum necessary to conduct County business.

## Appendix H – Policy for Acquisition and Use of Cellular Telephones- PAGE 2

3. The phone numbers of all county-issued cell phones and PDAs must be on the national "do not call" list.
4. When countywide contracts are available, Departments are strongly encouraged to acquire its devices and service through these agreements, but may acquire the same by other means if the price is lower or necessary services are not provided by a Countywide contract.
5. All departments are responsible for ensuring that the County does not pay for personal cell phone and PDA use. Departments shall monitor personal use and where applicable shall require employees to reimburse the County for any cost for such use. Inappropriate use of a cell phone or PDA to conduct personal business may result in the revocation of the phone and disciplinary action up to and including dismissal.
6. No employee shall seek reimbursement for the use of his or her own personal cell phone or PDA, unless prior approval of such use had been granted by the Department Director based on a significant and justifiable business purpose or need as defined in No. 1 above. Any exception to prior approval (such as in the case of an emergency) should be reflected in the Department's internal policy. Reimbursement shall be consistent with the County's most current contract(s) for cell phones and PDAs.
7. Department management shall periodically review cellular telephone and PDA usage for compliance with these guidelines. Departments may implement additional internal guidelines in furtherance of compliance with these guidelines.
8. The County will only provide support for Blackberry and Treo PDA's. Support will include County email forwarding, calendaring support and field erase processes if a PDA is lost.
9. All departments are responsible for sending disconnected, replaced or non-functioning cellular phones and PDAs to County Surplus. Prior to sending the phone to County Surplus, each department is responsible for ensuring all information is cleared from the phone and the SIM card is removed and destroyed. If assistance is needed with clearing the phones or removing the SIM, the ISD Service Desk can be contacted on extension 4108.
10. The use of County issued hands free devices is required when talking on a cell phone while an employee is driving their own car or a County car for County business purposes. In addition, it is recommended that County employees pull off the roadway before initiating a call or answering a call.



Appendix I – Child Passenger Safety

# Child Passenger Safety

## A PARENT'S PRIMER

When you're an expectant mother, it's important to always wear your seat belt to protect you and your unborn child. Wear the lap belt across your hips and below your belly with the shoulder belt across your chest (between your breasts). Once your baby is born, follow these important safety steps.

### GROWING UP SAFE: It's a four-step process.

As children grow, how they sit in your car, truck or SUV should change.

Save your child from injury or death by observing all four steps:



For the best possible protection keep infants in the back seat, in rear-facing child safety seats, as long as possible up to the height or weight limit of the particular seat. At a minimum, keep infants rear-facing until a minimum of age 1 and at least 20 pounds.



When children outgrow their rear-facing seats (at a minimum age 1 and at least 20 pounds) they should ride in forward-facing child safety seats, in the back seat, until they reach the upper weight or height limit of the particular seat (usually around age 4 and 40 pounds).



Once children outgrow their forward-facing seats (usually around age 4 and 40 pounds), they should ride in booster seats, in the back seat, until the vehicle seat belts fit properly. Seat belts fit properly when the lap belt lays across the upper thighs and the shoulder belt fits across the chest (usually at age 8 or when they are 4'9" tall).



When children outgrow their booster seats, (usually at age 8 or when they are 4'9" tall) they can use the adult seat belt in the back seat, if it fits properly (lap belt lays across the upper thighs and the shoulder belt fits across the chest).

### Get Help!

#### ON THE WEB

Go to [www.nhtsa.gov](http://www.nhtsa.gov) and choose Child Safety Seat Information from the menu or click on the child passenger safety icon. The site includes child safety seat installation tips, product ratings, recalls, and other useful information.

#### BY PHONE

For more information about child safety seats, booster seats, inspection/fitting stations in your area, seat belts, air bags, and

other highway safety issues, call the DOT Vehicle Safety Hotline at: 1-888-327-4236.

#### NEAR YOU

A certified child passenger safety technician can check your installation and answer questions. To find a technician or an inspection station near you, go to [www.nhtsa.gov](http://www.nhtsa.gov), click on the child passenger safety icon, and then click on the Fitting/Inspection Station link or go to [www.seatcheck.org](http://www.seatcheck.org).

**REMEMBER: All children under 13 should ride in the back seat.**

Always read the child restraint instructions and the vehicle owner's manual.



**Appendix J – Use of Public Parking Spaces**



**ADMINISTRATIVE MEMORANDUM**

**COUNTY OF SAN MATEO**

NUMBER: B-7

SUBJECT: Use of Public Parking Spaces

RESPONSIBLE DEPARTMENT: County Manager

APPROVED: *[Signature]*  
County Manager

DATE: August 28, 1998

Metered and non-metered curbside parking spaces near county buildings are not intended for all-day employee parking. They are for transient public parking and for residents who live in the area.

County employees should park their vehicles in the county parking lots or in designated public all-day metered spaces. Employees taking time out from their work during the day to "feed the meter" or to move their cars from restricted parking zones, misuse county time as well as the residential space and transient parking space designed for use by the public we serve. Department heads who are aware of employees parking in public spaces, or to whom such parking is reported, should take steps to assure it is discontinued.

**Appendix K – Motor Vehicle Accident Report – PAGE 1**

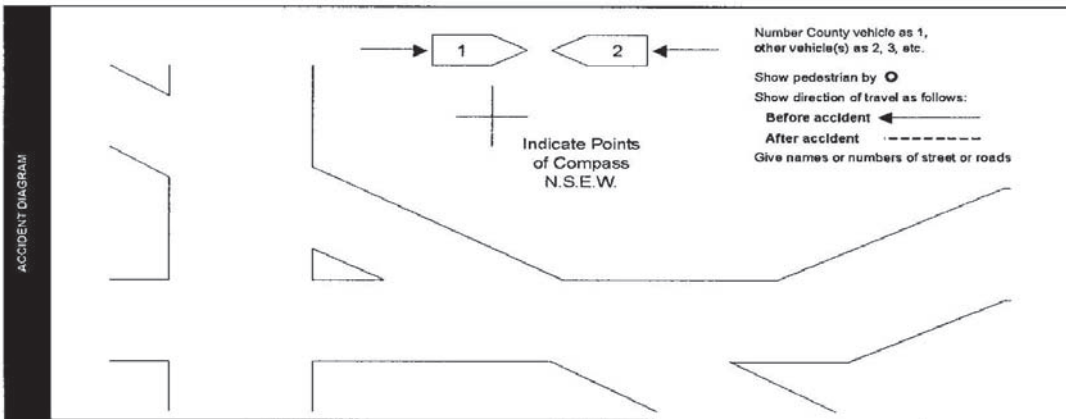
COUNTY OF SAN MATEO MOTOR VEHICLE ACCIDENT REPORT						
FAX TO RISK MANAGEMENT 650-363-4864 AND SUBMIT ORIGINAL TO PONY HRD163 or 455 COUNTY CENTER – REDWOOD CITY – 94063						
COUNTY DRIVER	NAME (LAST, FIRST INITIAL)		AGE	DEPARTMENT / AGENCY	DIVISION	ORG NO.
	DRIVER LICENSE NO.	ACCIDENT DATE	TIME	OFFICE ADDRESS		BUSINESS PHONE
	WHAT PURPOSE WAS VEHICLE BEING USED FOR?			JOB TITLE	CLASSIFICATION	ALTERNATE PHONE
COUNTY VEHICLE	VEHICLE LICENSE NO.	VEHICLE YEAR, MAKE, MODEL		VEHICLE PROPERTY NO.	CAR NO.	UNIT ASSIGNED TO
	DESCRIBE DAMAGES TO COUNTY VEHICLE		ESTIMATED REPAIR COST	VEHICLE MANAGEMENT		
				<input type="checkbox"/> DEPARTMENT ASSIGNED <input type="checkbox"/> MOTOR POOL <input type="checkbox"/> OTHER <input type="checkbox"/> DEPARTMENT OWNED <input type="checkbox"/> RENTAL IF DEPARTMENT OWNED OR RENTAL, ENTER OWNER'S NAME		
ACCIDENT DETAILS	ACCIDENT LOCATION (ADDRESS / AREA)			ROAD CONDITIONS		
				WEATHER CONDITIONS		
	(CITY / COUNTY / STATE)			TRAFFIC CONDITIONS		
	POLICE REPORT (REQUIRED WHEN ANOTHER VEHICLE IS INVOLVED OR PROPERTY DAMAGE HAS OCCURRED)			POLICE AGENCY	POLICE OFFICER AND BADGE NO.	POLICE REPORT NO.
	<input type="checkbox"/> YES <input type="checkbox"/> NO    IF NO, EXPLAIN DIAL 9-1-1 TO CONTACT POLICE AND EMERGENCY MEDICAL SERVICES			FOR TOW-AWAY SERVICE		
ALTERNATE – CONTACT THE COUNTY OPERATOR AT 650-363-4000 / 573-2222 TO REQUEST POLICE DISPATCH (NON-MEDICAL EMERGENCIES ONLY)			BUSINESS HOURS AFTER HOURS ALTERNATE	REDWOOD CITY MOTOR POOL ACTION TOWING COUNTY OPERATOR	650-363-4037 650-593-5555 650-363-4000 OR 573-2222	
OTHER VEHICLE OR PROPERTY	DRIVER'S / OWNER'S NAME		AGE / DOB	VEHICLE LICENSE NO.	VEHICLE YEAR, MAKE, MODEL	NO. OF PASSENGERS
	DRIVER LICENSE NO.	TELEPHONE	ALTERNATE	REGISTERED OWNER		
	DRIVER'S / OWNER'S ADDRESS (STREET, CITY, STATE, ZIP)			OWNER'S ADDRESS		HOME TELEPHONE
						WORK TELEPHONE
	DESCRIBE DAMAGES TO OTHER VEHICLE OR PROPERTY			NAME AND ADDRESS OF OTHER PARTY'S INSURANCE		
VEHICLE PASSENGERS	IF A COUNTY EMPLOYEE IS INJURED, A SEPARATE WORKERS' COMPENSATION REPORT IS REQUIRED.			PASSENGER IN (CHECK ONE)		
	NAME (LAST, FIRST INITIAL)	TELEPHONE	ADDRESS	County Car	Other Car	Pedestrian
WITNESSES	NAME (LAST, FIRST INITIAL)		TELEPHONE	ADDRESS		

(CONTINUE ON REVERSE)

CLAIM NUMBER
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**Appendix K – Motor Vehicle Accident Report – PAGE 2**

COUNTY OF SAN MATEO MOTOR VEHICLE ACCIDENT REPORT	
FAX TO RISK MANAGEMENT 650-363-4864 AND SUBMIT ORIGINAL TO PONY HRD163 or 455 COUNTY CENTER – REDWOOD CITY – 94063	
FULLY STATE HOW ACCIDENT OCCURRED (Give details, attach additional sheets if necessary)	
ACCIDENT DETAILS – DESCRIPTION	



ADDITIONAL PASSENGERS	IF A COUNTY EMPLOYEE IS INJURED, A SEPARATE WORKERS' COMPENSATION REPORT IS REQUIRED			PASSENGER IN (CHECK ONE)			EXTENT OF INJURIES
	NAME (LAST, FIRST INITIAL)	TELEPHONE	ADDRESS	County Car	Other Car	Pedestrian	

SUPERVISOR REVIEW	The information in this report contains a true and full account of the accident and the vehicle was being operated on official County business at the time of the accident. (The reviewing supervisor or manager is to explain any exception.) Attach extra pages as necessary.		Telephone No. Of Reviewing Supervisor
	Employee Signature and Date	Reviewing Supervisor Signature and Date	Print Name and Title of Reviewing Supervisor



## Appendix L – Driving Policy for Investigation of Violations and Complaints- PAGE 1

### COUNTY OF SAN MATEO DRIVING POLICY FOR INVESTIGATION OF VIOLATIONS AND COMPLAINTS

- I. Policy applies to any County employee who drives on County business, either in their own car or a County car.
- II. Criteria for reviewing violations and investigating complaints:
  - A. Liability exposure
  - B. Seriousness of the offense
  - C. Number of offenses
  - D. Frequency of offenses

The review or investigation may be done by Risk Management, the Department or both and will include an interview with the employee to permit his/her opportunity to provide information.

- III. After the review or investigation, Risk Management may:
  - A. Send a **Notice Of Concern** letter to those employees reaching threshold of concern.
  - B. Send a **Letter Of Warning** to those who may jeopardize their employment with the next violation.
  - C. Send the employee to a **driving school** (at the employee's expense)
  - D. **Revoke or suspend County driving privileges.**

The above actions could result in disciplinary action up to and including dismissal. Any disciplinary action is the decision of the appointing department in consultation with Employee Relations.

- IV. Appeal Process For Revocation or Suspension of County Driving Privileges

The Appeals Review Board will consist of three members:

- A representative from the Employee Relations Division
- The Motor Fleet Manager
- One union representative from either the Central Safety Committee or a Departmental Safety Committee

This board will meet at the request of the employee.



**Appendix L – Driving Policy for Investigation of Violations and Complaints- PAGE 2**

**\*\*\*\*\*NOTICE OF CONCERN**

**COUNTY OF SAN MATEO  
Employee and Public Services Department  
Risk Management Division**

**Date:**

**To:**

**From:** County Safety Officer

**Subject:** Your County Driving Privileges

I have recently been advised by the Department of Motor Vehicles that you were cited for  
\_\_\_\_\_.

Risk Management is concerned that all employees who have County Driving Privileges operate vehicles in a safe and responsible manner. It is also our concern that with the addition of more violations, you may have your California Drivers License or your County Privilege To Drive suspended or revoked and that any revocation of either may effect your ability to do your job.

If you have any questions, or feel that the information we have is incorrect, please call us so that we may assist you in clearing these matters up.

**Appendix L – Driving Policy for Investigation of Violations and Complaints- PAGE 3**

**\*\*\*\*\*LETTER OF WARNING**

**SAN MATEO COUNTY  
EMPLOYEE AND PUBLIC SERVICES DEPARTMENT  
Inter-Departmental Correspondence**

**DATE:**

**TO:** Name of Employee  
Position Title, Department

**FROM:** County Safety Officer

**SUBJECT:** Letter of Warning - County Driving Privileges

I have recently been advised by the Department of Motor Vehicles that you were cited for (violation) on (date). This is your (number) violation in the past (number) months.

[or]

I have recently received (number) complaints from (source) about your driving. The complaints alleged (nature of complaint).

The County is concerned that all employees who have County Driving Privileges operate vehicles in a safe and responsible manner. Please be advised that any further infractions may result in suspension or revocation of your County driving privileges. Since your position as a (title) requires that you drive, revocation or suspension of your County driving privileges may result in disciplinary action up to, and including, dismissal from County employment.

A copy of this letter is being placed in your personnel file and you may respond in writing to this letter. Should you choose to do so, that response will be made a part of the personnel file. Should you have no further driving incidents over the next six months, you may request that this letter be removed from your Civil Service Personnel file by contacting me.

If you have any questions, or feel that the information we have is incorrect, please call us so that we may assist you in clearing these matters up.

cc: Civil Service Personnel File  
Employee and Public Services Director  
Employee Relations Manager  
Department Director  
Department Manager

## Appendix L – Driving Policy for Investigation of Violations and Complaints- PAGE 4

**\*\*\*Revocation/Suspension Letter**

**COUNTY OF SAN MATEO  
Employee and Public Services Department  
Risk Management Division**

**Date:**

**To:**

**From:** County Safety Officer

**Subject:**

---

I have recently been advised by the Department of Motor Vehicles that you were cited for (violation) on (date). This is your (number) violation in the past (number) months.

(or)

I have recently received (number) complaints from (source) about your driving.

You were sent a letter of warning on (date) advising you that if you received another violation/complaint within (number) months that your privilege to drive could be suspended or revoked.

I have completed an investigation and have determined that you may no longer drive on County business. Specifically, what this means is that you are not to drive your own vehicle, a carpool vehicle or any other vehicle during your working day.

Further actions, if any, resulting from this revocation/suspension of your driving privileges will be decided upon by your Department Director in consultation with Employee Relations.

Should you wish to discuss this matter further or appeal this decision, please contact me at 363-4613.

cc: Civil Service Personnel File  
Employee and Public Services Director  
Employee Relations Manager  
Department Director  
Department Manager

## **Appendix M – Processing Vehicle Violations – PAGE 1**

Department of Public Works  
Road Services Division  
Vehicle and Equipment Services

### Processing Vehicle Violations

I. Vehicle and Equipment Services receives one of the following for a County-owned vehicle:

- a. Traffic (Moving) Violation Notice
- b. Toll Evasion Notice
- c. Parking Violation Notice

II. Vehicle and Equipment Services:

- a. Sends the bill with a cover letter (Attachment 1) with identifying notations to the involved Department
- b. Sends a copy of the bill and cover letter to Risk Management at HRD163
- c. Keeps a copy of the bill and cover letter in a “Vehicle Violations” file

**Appendix M – Processing Vehicle Violations – PAGE 2**

Department of Public Works  
Road Services Division  
Vehicle and Equipment Services

**Notice of Vehicle Violation**

Records indicate vehicle/property # \_\_\_\_\_ is assigned to the  
\_\_\_\_\_ Department, Org # \_\_\_\_\_ and  
Employee/Assigned Unit \_\_\_\_\_.

Attached is a:

- Notice of Toll Evasion
- Traffic (Moving) Violation Notice
- Parking Violation Notice
- Other

that has been received in regards to the above vehicle. Please do the following:

1. Interview the employee identified as the driver of this vehicle at the time of the violation, and contact Employee & Labor Relations at 363-4339 for guidance regarding disposition.
2. Ensure the employee pays the ticket in a timely manner. If no employee is identified, it is the department's responsibility to pay the ticket in a timely manner.

cc: Risk Management