

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ERNST & YOUNG LLP**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ernst & Young LLP, 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 Project Management and Implementation Technical Assistance 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

**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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. 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 January 1, 2025 through June 30, 2026.

## **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 ten business days after receipt of such notice to respond and 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.

Contractor may terminate this Agreement upon written notice if Contractor reasonably determines that professional standards related to auditor independence or conflicts of interest applicable to Contractor as a public accounting firm require termination.

## **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. Contractor shall retain ownership of any materials that Contractor developed before or independent of this Agreement ("Preexisting Intellectual Property"). In the event Preexisting Intellectual Property is incorporated into contract materials delivered under this Agreement, then Contractor hereby grants County a perpetual, non-exclusive, royalty free, license to use, copy, and redistribute the Preexisting Intellectual Property. 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 third party claims, suits, or actions of every name, kind, and description brought for, or on account of, any of the following events to the extent attributable to acts or omissions of Contractor:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any real or tangible property of any kind whatsoever and to whomsoever belonging.

(C) any other loss or cost caused by Contractor negligence or willful misconduct. 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. Contractor shall provide at least thirty (30) days' notice, 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

Except for professional liability and workers' compensation, County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance (which Contractor may satisfy though blanket additional insured endorsement). The policies shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance for losses covered by the policy 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 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. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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. Reserved.**

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

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County 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 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. Reserved.**

**13. Anti-Harassment Clause**

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee 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. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

**14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply 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.

**15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.



**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Doris Estremera, Program Services Manager II  
Address: 310 Harbor Blvd Building E, Belmont, CA 94014  
Telephone: (650)885-8067  
Email: DEstremera@smcgov.org

In the case of Contractor, to:

Name/Title: Diana Lee  
Address: 725 S. Figueroa St, 5<sup>th</sup> Floor, Los Angeles, CA 90017-5418  
Telephone: 626-428-1553  
Email: diana.lee@ey.com

**19. 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.

20. **Reserved.**

21. **Reserved.**

22. **Reserved.**

23. **Limitation of Liability**

Neither party shall recover from the other any consequential, indirect, or punitive damages in connection with claims arising under this Agreement or otherwise related to services performed hereunder. The maximum liability of Contractor for any claims shall not exceed the total fees paid to Contractor during the 24 month period preceding the date County provides Contractor written notice of the claim. The foregoing is an aggregate cap for all claims accruing before such date. Contractor is solely responsible for performance of the services under this Agreement and County shall make all claims and bring all proceedings solely against Contractor and not against any Contractor partners, principals or employees or against other Ernst & Young member firms.

\* \* \*

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

For Contractor: Ernst & Young LLP

<small>DocuSigned by:</small> <i>Diana Lee</i> <small>630E0C29D5AB4A9...</small>	12/27/2024	Diana Lee
_____ 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  
Ernst & Young, LLP  
Project Management & Implementation Technical Assistance  
January 15, 2025 – June 30, 2026

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I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Services

California Proposition 1 (Prop 1) intends to expand supportive housing and treatment facilities, improve accountability, and increase transparency of behavioral health care systems across California. Among other requirements, the statewide initiative will expand community engagement, as well as program and expenditure planning, monitoring, and outcome and fiscal reporting. Implementing Prop 1 will require organizational changes at BHRS to be able to comply. Prop 1 includes new funding to support counties with the transition from the current Mental Health Services Act (MHSA) to the Behavioral Services Act (BHSA).

Contractor will deliver project management and communication services to BHRS, focusing on the coordination of contractors, staff, and stakeholders to support project integration and stakeholder engagement. In addition, Contractor will provide implementation technical assistance to 1) evaluate the impact of Proposition 1 and other State initiatives on existing and planned BHRS programs and services, 2) support transition planning and innovation efforts, and 3) identify recommendations for continuous improvement.

1. Project Management and Communication
  - a. Coordinate with BHRS to articulate decision making processes and project team roles and responsibilities.
  - b. Develop and prioritize a comprehensive list of projects and activities, complete with a strategic timeline for execution.
  - c. Identify resource needs and oversee Contractor resource utilization to facilitate the successful implementation of projects.
  - d. Facilitate the management of project scope, schedule, costs, and risks to align with the organization's strategic objectives.
  - e. Implement proven project management methodologies to bolster project efficiency and effectiveness.
  - f. Formulate communication strategies for project teams, executive leadership, and stakeholders to support clarity and consensus.
  - g. Provide regular updates to BHRS and stakeholders on deliverables, pivotal developments and project performance metrics, fostering transparency and trust.
  - h. Proactively manage issues and risks, implementing solutions to overcome obstacles, mitigate risks, and steer projects toward successful completion.

- i. Create a centralized document repository to systematically organize project documentation, enhancing the clarity and integrity of the project.
- j. Deliverables
  - i. Project charter and timeline
  - ii. Bi-weekly status reports
  - iii. Monthly executive status report
  - iv. Risk and issues list with mitigation plans and final resolution to issues related to this engagement
  - v. Stakeholder management plan register
  - vi. Stakeholder engagement and communication plan
  - vii. Project team communication plan
  - viii. Executive-level presentations of project status

## 2. Implementation Technical Assistance

Contractor will provide subject matter resources to deliver targeted implementation technical assistance for various projects, including but not limited to information technology, innovation, electronic healthcare records management, fiscal planning, program restructuring, performance outcomes, contracting, substance use services integration, staff training and workforce development.

- a. Actuarial consultation
  - i. Evaluate the infrastructure for tracking and reporting fiscal data.
  - ii. Analyze the effects of Prop 1 and provide a detailed breakdown of its impact.
  - iii. Assist in the assessment and provide recommendations to align with State and BHSA funding requirements.
  - iv. Conduct fiscal document review and analysis.
  - v. Aid in the evaluation process of new fiscal reporting system needs and offer recommendations to support Federal Financial Participation (FFP) in medical billing.
  - vi. Benchmark or create leading practices for medical billing procedures.
  - vii. Assess the software solutions currently in use for fiscal reporting and tracking.
  - viii. Create business process flows for fiscal reporting and make recommendations to help improve efficiency.
  - ix. Identify the impact of BHSA requirements on billing practices and fiscal reporting.
  - x. Support ongoing reporting on millionaire's tax for MHSA.
  - xi. Deliverables
    - 1. Project charter and timeline
    - 2. Bi-weekly status reports

3. Report analysis and recommendations of Prop 1 impact to BHRS
  4. Fiscal reporting system needs assessment and recommendations
  5. Assessment report on current tracking systems
  6. Implementation roadmap for approved recommendations
- b. Program Restructuring Recommendations
- i. Identify recommended changes for restructuring programs to comply with BHSA funding guidelines.
  - ii. Review BHSA programs and align with the organization's strategic objectives.
  - iii. Perform a Strengths, Opportunities, Aspirations and Results (SOAR) analysis of BHRS's program approach.
  - iv. Assess the implications of new BHSA guidelines on pre-selected programs.
  - v. Apply an organizational framework, such as Galbraith's Star Model, to gauge how program modifications will synchronize with the agency's strategy, vision, structure, processes and human resources.
  - vi. Conduct a readiness assessment and use the insights gained to recommend changes in alignment with leading practices for implementation.
  - vii. Work with BHRS to support the community planning process to align program changes with the community strategic plan initiatives.
  - viii. Deliverables
    1. Bi-weekly status reports
    2. Summary of program analysis and recommendations
    3. SOAR Analysis report
    4. Restructuring Implementation Plan
- c. Other Implementation Projects
- i. Other projects such as, but not limited to organizational capacity assessment implementation, information technology, innovation, electronic healthcare records management, performance outcomes, contracting, Medi-Cal billing, substance use integration, staff training and workforce development.
3. Client Executive Oversight (January 15, 2025 – June 30, 2026)
- a. Provide leadership and strategic guidance.
  - b. Perform regular project health assessments with BHRS.

- c. Evaluate Contractor's key project deliverables for quality and completeness.
- d. Provide advisory support to program leaders and project team.

## B. Assumptions

1. Contractor will begin work after a fully executed contract with agreed upon terms and conditions.
2. Any external dependencies or constraints will be communicated and addressed.
3. Contractor will work in a hybrid environment, with most of the work performed remotely.
4. For onsite meetings, BHRS will provide working accommodations for the project team.
5. BHRS will provide timely access to necessary documentation and stakeholders.
6. Contractor assumes that many of the BHRS business processes are documented and/or include some level of detailed information to support the revision, expansion or process flow creation across BHRS departments.
7. BHRS maintains ownership of and responsibility for overall project goals, all management functions and management decisions.
8. Any changes in scope requiring additional services to be provided by Contractor that result in increased fees will be mutually agreed to by Contractor and BHRS in advance of the additional work being performed.
9. Contractor will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants.
10. Contractor will not provide any legal opinion or legal advice.

## C. Other Provisions

The Services are advisory in nature. County shall assign a qualified person to oversee the Services. County is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes.

Notwithstanding anything to the contrary in the Agreement or this SOW, Contractor does not assume any responsibility for any third-party products, programs or services selected by County, their performance or compliance with County's specifications or otherwise.

Contractor will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by County solely

on information provided by County vendors, directly or through County. Contractor is not responsible for the completeness or accuracy of any such information or for confirming any of it.

#### D. Health Order Compliance Requirements

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at [https://www.dir.ca.gov/dosh/coronavirus/Non\\_Emergency\\_Regulations/](https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/).

## II. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal: To provide project management support and technical assistance to BHRS in preparing to implement Prop 1 on July 1, 2026.

Objective: 100% of projects and activities will be completed in a time frame agreed upon by BRHS and Contractor

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



**EXHIBIT B – PAYMENTS AND RATES**  
**Ernst & Young, LLP**  
**Project Management & Implementation Technical Assistance**  
**January 15, 2025 – June 30, 2026**

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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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000).

**B. Project Management & Implementation**

For the work described in Section A of Exhibit A, County shall pay up to a maximum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000) for the following deliverables:

<b>Project</b>	<b>Timeline</b>	<b>Duration</b>	<b>Estimated Cost</b>
Project Management and Communication	1/15/25 – 6/30/26	18 months	\$486,100
Actuarial Consultation	TBD	16 weeks	\$288,700
Program Restructuring Recommendations	TBD	16 weeks	\$291,650
Other implementation projects (up to 2)	TBD	TBD	\$533,550
Executive Oversight	1/15/25 – 6/30/26	18 months	Included in project costs

1. For the term January 15, 2025 through June 30, 2025, Contractor shall be paid a maximum of EIGHT HUNDRED FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS (\$842,383).

Payments by the County to Contractor shall be for invoiced costs based on the following table.

<b>Deliverable</b>	<b>Duration</b>	<b>Cost</b>
Project Management	6 months	\$ 162,033
Actuarial consultation	16 weeks	\$ 288,700
Restructure Recommendations	16 weeks	\$ 291,650
Other	TBD	\$ 100,000
<b>FY 24-25 TOTAL</b>		<b>\$ 842,383</b>

2. For the term July 1, 2025 through June 30, 2026, Contractor shall be paid a maximum of SEVEN HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS (\$757,617).

Payments by the County to Contractor shall be for invoiced costs based on the following table.

<b>Deliverable</b>	<b>Duration</b>	<b>Cost</b>
Project Management	12 months	\$ 324,067
Other	TBD	\$ 433,550
<b>FY 25-26 TOTAL</b>		<b>\$ 757,617</b>

The rates provided above are inclusive of all labor, materials, laptop and personal use equipment, insurance coverage, preparation materials for meetings, and reports and presentations. These rates are effective through June 30, 2026, and may be subject to escalation (3-5%) upon Agreement extension beyond the current Term.

Contractor will invoice BHRS monthly for actual hours and expenses incurred up to the maximum amounts set forth in the agreement.

- D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- E. 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.

- F. 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.
- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2026, 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.
- I. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices 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. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables.

Invoices are to be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Doris Estremera  
[destremera@smcgov.org](mailto:destremera@smcgov.org)

- J. 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.
- K. County May Withhold

Contractor shall provide all pertinent documentation requested by County. 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. Contractor shall meet at least quarterly with the BHRS AOD Analyst, to review the Work Plan, documentation, and billing reports and to take appropriate corrective action, as needed, to resolve any discrepancies.

L. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

M. Claims Certification and Program Integrity

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 \_\_\_\_\_"

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