#### AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PUBLIC CONSULTING GROUP

This Agreement is entered into this	day of	, 20	, by and between the
County of San Mateo, a political subd	ivision of the state	of California, hereinafte	er called "County," and
Public Consulting Group, hereinafter	called "Contractor'	' (collectively, the "Partie	es")".

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 staff development and training infrastructure development services for the term of July 1, 2015 through July 30, 2016 for a price not to exceed \$422,046.

#### 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:

Staff Development and Training Infrastructure Development Services

Exhibit B:

Training Work Plan

Exhibit D:

Services Payments and Rates

Attachment H: HIPAA Business Associate Requirements

Attachment IP: Intellectual Property

#### 2. Services to Be Performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit D, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Exhibit B and Exhibit C.

#### 3. **Pavments**

In consideration of the services provided by Contractor and in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Exhibit B, and Exhibit C County shall make payment to Contractor based on the rates and in the manner specified in Exhibit D. 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 four hundred twenty-two thousand forty-six dollars (\$422,046) for the Staff Development and Training Infrastructure Development Services. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

#### 4. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through July 30, 2016.

#### 5. <u>Termination: Availability of Funds</u>

This Agreement may be terminated by Contractor or the San Mateo County Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

#### 6. <u>Contract Materials</u>

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### 7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### 8. Hold Harmless

#### a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become noninfringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### 10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

#### 11. Insurance

#### a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

#### c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(Applies to all agreements)

Motor Vehicle Liability Insurance	\$1,000,000
(To be checked if motor vehicle used in	performing services)
Professional Liability	\$1,000,000
(To be checked if Contractor is a license	d professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### 12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### 13. Non-Discrimination and Other Requirements

#### a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

#### b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

#### c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

#### d. Compliance with County's Equal Benefits Ordinance.

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

400	diate.
1	Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
	Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
	Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
	Contractor does not comply with Chapter 2.84, and a waiver must be sought.

#### e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### f. <u>History of Discrimination</u>

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

,	
1	No finding of discrimination has been issued in the past 365 days against Contractor by the Equal
	Employment Opportunity Commission, the Department of Fair Employment and Housing, or any
	other investigative entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or other

investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

#### g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the 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 filling, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### 15. Retention of Records: Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### 16. Merger Clause: Amendments

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

#### 17. Controlling Law: Venue

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

#### 18. Notices

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

In the case of County, to:

Name/Title: Nicole Pollack, Assistant Director

Address: 400 Harbor Blvd, Bldg B

Belmont, CA 94002

Telephone: (650) 802-7664

Facsimile:

(650) 637-0452

Email:

NPollack@smcgov.org

In the case of Contractor, to:

Name/Title: Address: Deborah Joffe, Project Director

148 State Street, Tenth Floor Boston, Massachusetts, 02109

Telephone:

(619) 270-4060

Facsimile:

(610) 426-4632

Email:

deisner@pcgus.com

#### 19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  $\Box$  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

9

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

#### COUNTY OF SAN MATEO

Ву:
President, Board of Supervisors, San Mateo County
Date:
ATTEST:
By:
Clerk of Said Board
CIER Of Gald Board
PUBLIC CONSULTING GROUP
Cala Day Ill
Contractor's Signature
Date: 6/8/15

#### **Exhibit A**

#### Staff Development and Training Infrastructure Development Services

July 1, 2015 through July 30, 2016

In consideration of the payments set forth in Exhibit D and in accordance with the Training Work Plan described in Exhibit B, Contractor shall provide the following services:

PCG will assist the San Mateo County Human Services Agency with Staff Development and Training Infrastructure Development by completing the following scope of work.

#### I. Hold Project Kick-off

- a. Meet with stakeholders to confirm objectives of the project
- b. Submit data and document request
- c. Collect program guides and confirm relevant CA state MPP sections

## II. Design a staff development and training program that supports all areas within ESS and SMCWorks

- a. Observe HSA Business Process to provide context for training development
- b. Design a business model for a staff development and training division
- c. Recommend job duties and appropriate level of staffing
- d. Incorporate the development and maintenance of staff handbooks within the staff development and training business model
- e. Ensure that training, handbooks, and program staff coordinate their work to develop and update training and staff development materials

## III. Design a new worker training (Induction Training) program for ESS, SMCWorks and Clerical Staff

- a. Analyze training needs, including site visits of up to 40 hours over two weeks.
  - Confirm training topic areas and discuss logical sequencing
  - Discuss learners and their range of abilities
  - Identify common errors and pitfalls in the county
  - Identify successful and unsuccessful practices used previously by the county to train staff in these areas
  - Specifically discuss tactics to continue and transfer concepts used in Induction Training as workers transition into their jobs, including the identification of pain points for new workers as they transition from Induction Training to full operations
  - Discuss measurement: How will success be defined for each training?
- b. Develop Induction Training curriculum that includes learning objectives, uses adult learning theory concepts, includes transference of knowledge and evaluates performance compared to functional standards
- c. Develop Induction Training overview for clerical staff
- d. Develop curriculum for the training topics of customer service, and an agency introduction that will be used with all new workers and existing staff

e.

#### IV. Design a transition training (On-the-Job Training) program

- a. Design a program to continue and transfer the concepts used in the induction training as new workers transition into their new work assignments
- b. Develop functional standards and measurements that effectively evaluate staff performance as they transition into case work

c. Develop performance measurement templates to be used by supervisors as they coach their new employees

#### V. Train existing Staff Development and Training staff members

- a. Develop "Train-the-Trainer" curriculum and train existing staff on the areas of curriculum development, adult learning theory, learning objectives, transference of learning and measurement of trainee performance
- b. Train San Mateo Staff Development and Training staff members prior to the design and development of the Induction Training and OJT Program so that county staff can be partners in the development of those materials.
- c. Implement the Train the Trainer, which will take place over two days.

#### A. KEY DELIVERABLES

The key deliverables with soft deliverable submission dates are shown in the table below. All deliverables will be completed by June 30, 2016. The County may request additional related tasks or services as agreed upon by the County and Contractor for the purpose of completing this project as long as it does not exceed the total contract obligation.

Deliverable Number	Name	Description	Phase	Estimated Date
1	Business Model Report	Report describing the staff development and training business model that includes job duties of staff, recommends number of positions, and coordinates handbooks, training and program development and review	II	9/23/2015
2	Induction Training	Induction training curriculum that supports all aspects and programs within ESS and SMCWorks, including CalFresh, CalWORKs, and Medical	III	4/26/2016

Deliverable Number	Name	Description	Phase	Estimated Date
3	Customer service curriculum	Curriculum to teach and encourage high quality customer service; included as part of Induction Training for all staff	III	4/26/2016
4	Agency introduction curriculum	Lesson to provide overview of County of San Mateo Human Services Agency and the programs it provides; included as part of Induction Training for all staff	Ш	4/26/2016
5	Transition Training (On-the-Job Training) Program	Development of an OJT Transition framework and curriculum to assist and support the continued learning for line staff as they transition into case work	IV	6/25/2016
6	Functional standards and measurements for induction training and on-the-job training	Defining what satisfactory progress is and how to measure it, especially for new hires transitioning from training to case work	III and IV	6/25/2016
7	Train-the-Trainer Curriculum: Training for staff on curriculum development, adult learning theory, learning objectives, and transference of learning	Development and implementation of training for Staff Development and Training Division team members to include discussion of curriculum development, adult learning t theory, learning objectives, transference of learning and measurement of trainee performance	V	1/7/2016

Deliverable Number	Name	Description	Phase	Estimated Date
8	Training progress and performance measurement templates	Tools for supervisors and managers to use to track staff progress as the transition from training to case work	IV	6/25/2016

# Exhibit B Training Work Plan

Project W	Project Work Plan GOAL: To assist San Mateo County in updating its training program for the SMCWorks and Economic Self Sufficiency programs.	ic Self Sufficient	sy programs.	
OBJECTIVI	OBJECTIVES To design a staff development and training model and develop curriculum for public assistance programs			
OUTCOME	OUTCOMES: Updated professional development program for SMCWorks and ESS.			<b>计图形的图形</b>
Activity	Task Description	Start Date	End Date	Deliverable(s)
Phase I: Pr	Phase I: Project Kickoff & Project Management			
1. Projec	Project Kick-off and Initial Data Gathering	DOM: NOT		
101 102 103 104 105	Define project goals and objectives Discuss format and timeframe for status reports and communication plans Identify key staff and stakeholders Gather and analyze information needed to contextualize trainings for staff in practical ways Finalize work plan and schedule	7/1/2015	7/10/2015	
2. Condu	Conduct ongoing project management	STATE STATES		
201	Conduct ongoing project plan task schedule maintenance Conduct regular status meetings with HSA	7/1/2015	6/30/2016	
Phase II: D	Phase II: Design a business model for a staff development and training division			
3. Obs	Observe HSA Business Process to provide context for training development	Lass Ballone	F. C. W. Ph.	COLST, WEST RESIDEN
301 302 303	Request current organizational charts and job descriptions Request caseload and workload data for current staffing model Request current staff manuals and policy & procedures documents	74000045	01001400	
304	Identify key positions to observe	0102017	01021120	
306	Observe staff from ESS and SMCWorks programs to understand current business process			
4. Devel	Develop recommendations for business model for training division			
401	Summarize observations form site visits			
403	Recommend job duties and appropriate level of staffing for training division			
404 405	Ensure that the development and maintenance of staff handbooks is incorporated within the staff Ensure that training handbooks, and program staff coordinate their work to develop and update.			
406	Write report describing the staff development and training business model that includes job duties of staff, recommends number of positions, and coordinates handbooks, training and	8/24/2015	9/23/2015	Del. 1: Business Model Report
407	program development and review Submit Business Model Report to HSA for review Povice Rucinese Model Report as appropriate and submit final to HSA			
200	המינות במינות המינות במינות המינות ה			

Activity	Task Description	Start Date	End Date	Deliverable(s)
ase III: De	Phase III: Design a new worker training (Induction Training) program for ESS, SMCWorks and Clerical Staff			
5. ANALY	ANALYZE Training needs for Induction Training		THE SAME OF	
1	Collect program guides and confirm relevant CA state MPP sections Identify HSA subject matter experts in CalWORKs, CalFRESH and Medi-Cal to participate in training development			
503	confirm stakeholder group includes representatives from human resources, managers, supervisors, and line level staff	9/23/2015	10/23/2015	
504	s about tra			
505 506	Facilitate design sessions with identified stakeholders, for up to 40 hours over 2 weeks Discuss measurement: How will success be measured?			
6. DESIGN	DESIGN a new worker training (Induction Training) program for ESS, SMCWorks, and Clerical Staff			100 100 100 100 100 100 100 100 100 100
601	Synthesize information from training session into a list of training topics			
602	Group and sequence topics, including identifying learning tactics	1/7/2016	2/6/2016	
604 604	VVIIIe Instructional Design Document for HSA for review		i i	
605	Revise Instructional Design Document as necessary			
7. DEVEL	DEVELOP a new worker training (Induction Training) program for ESS, SMCWorks, and Clerical Staff			
701	Create course materials for Induction Training			
702	Confirm that curriculum includes learning objectives, uses adult learning			Del. 2: Induction Training
	menty contrepts, includes transference of nitowicing and evaluates performance compared to functional standards			
703	performance compared to tangeners standards. Create training for Clerical Staff to include overview of all programs			
704	Create Customer Service Training Curriculum	2/6/2016	4/26/2016	
705	Create Agency Introduction Training Curriculum Develop functional standards and measurements that effectively evaluate staff performance as			Del. 3: Customer service Curriculum
3	they transition into case work			
202	Submit draft of Induction Training, Customer Service and Agency Introduction Curriculum to			Del. 4: Agency introduction
208	HSA for review Revise Curricula as necessary and submit final document to HSA			curriculum
90	Nevide Culticula as recoosaly and desire min december 2010.			1
nase IV: D	Phase IV: Design a transition training (On-the-Job Training) program			
8 ANALY	ANALYZE Training needs for OJT Program			
801 802	Collect program guides and confirm relevant CA state MPP sections Identify HSA subject matter experts in CaWORKs, CalFRESH and Medi-Cal to participate in			
	training development	9/23/2015	10/23/2015	
803	Confilm stakeholder group includes representatives from numer resources, managers, supervisors, and line level staff			
80 <b>4</b>	Schedule facilitated discussions about training topics Facilitate design sessions with identified stakeholders			
806	Discuss measurement: How will success be measured? Specifically discuss tactics to continue and transfer concepts used in Induction Training as			
	workers transition into their jobs			

Activity	Task December	4		015-02
C. DECIN	IIONI DESCRIPTION	Start Date	End Date	Dellyerable(s)
9 DESIGN	DESIGN a transition training (On-the-Job Training) program 901 Synthesize information from training session into a list of training topics 902 Group and sequence topics, including identifying learning tactics 903 Draft OJT Program Framework 904 Submit OJT Program Framework to HSA for review 905 Revise OJT Program Framework as necessary	3/27/2016	4/26/2016	
10. DEVEL	DEVELOP a transition training (On-the-Job Training) program	100		
1001 1002	Create materials for OJT Program Framework Confirm that framework is designed to continue and transfer the concepts used in the induction			Del 5: Transition Training (On- the-Job Training) Program
1003	training as new workers transition into their new work assignments. Develop functional standards and measurements that effectively evaluate staff performance as they transition into case work.	4/26/2016	6/25/2016	Del. 6: Functional standards and measurements for
1004	Develop performance measurement templates to be used by supervisors as they coach their new employees			induction training and on-the- job training
1005 1006	Submit draft of OJT Transition Training Framework to HSA for review Revise Framework as necessary and submit final document to HSA			Del.8: Training progress and performance measurement
Phase V: Tr				
801	40AL 72E Training needs for start Development and Training start members  801 Identify HSA subject matter experts in CalWORKs, CalFRESH and Medi-Cal to participate in			
802	confirm stakeholder group includes representatives from human resources, managers,	9/23/2015	10/23/2015	
803	Schedule facilitated discussions about training topics			
804 805	Facilitate design sessions with identified stakeholders Discuss measurement: How will success be measured?			
9 DESIG	DESIGN a Train the Trainer Curriculum			
901	Synthesize Information from training session into a list of training topics Research national best practices in the areas of curriculum development, adult learning theory, learning objectives, transference of learning and measurement of trainee performance			
903 904 905 906	Group and sequence topics, including identifying learning tactics Write Instructional Design Document for Train the Trainer Curriculum Submit Instructional Design Document for Train the Trainer to HSA for review Revise Instructional Design Document for Train the Trainer as necessary	10/24/2015	11/23/2015	
10. DEVEL	10. DEVELOP a Train the Trainer Curriculum	WORKERS CONTROL	CAST MATERIAL	
1001	Create course materials for Train the Trainer Curriculum Develop "Train-the-Trainer" curriculum and train existing staff on the areas of curriculum development adult learning theory, learning objectives, transference of learning and			Del 7: Train-the-Trainer
1003	Develop evaluation tool region of Train the Trainer course Submit draft of Train the Trainer Curriculum to HSA for review Pavise Curricula as necessary and submit final document to HSA	11/23/2015	1/7/2016	Curriculum
200				

WENT the Train the Trainer Curriculum Schedule trainings Produce materials Implement Train the Trainer Curriculum ATE the Train the Trainer Curriculum Administer Evaluation Present results to HSA for review					
177/2016 n 276/2016	Activity	Task Description	Start Date	End Date	Deliverable(s)
177/2016 n 2/6/2016	11. IMPLEMENT the	Train the Trainer Curriculum	The state of the s	The state of the s	St. Shankled and St. St.
n 2/6/2016		ıle trainings e materials	17/2016	2/6/2016	
2/6/2016	1003 Implem	ent Train the Trainer Curriculum			
Administer Evaluation Present results to HSA for review 2/6/2016	12. EVALUATE the	Train the Trainer Curriculum		CANADA AND A SECOND	
		ster Evaluation r results to HSA for review	2/6/2016	3/7/2016	

#### **Exhibit D**

#### **Payments and Rates**

July 1, 2015 through July 30, 2016

In consideration of the services provided by Contractor described in Exhibit A, Exhibit B and Exhibit C and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

#### I. Staff Development and Training Infrastructure Development Project:

For this engagement to develop a Staff Development and Training Infrastructure, PCG is proposing a fixed price, deliverable-based, cost of \$397,046 This price is inclusive of all staff time and travel costs necessary to provide the proposed services and deliverables.

In addition to the deliverable prices outlined in the table below, PCG and HSA agree to establish a contingency fund of up to \$25,000 for scope changes or additional work. PCG must request approval to use this contingency and all work related to it will be agreed to in writing by PCG and HSA prior to the work starting.

Deliverable Number	Name	Cost
1	Business Model Report	\$65,485
2	Induction Training	\$127,280
3	Customer service curriculum	\$25,456
4	Agency introduction curriculum	\$16,971
5	Transition Training (On-the-Job Training) Program	\$29,711
6	Functional standards and measurements for induction training and on-the-job training	\$14,856
7	Train-the-Trainer Curriculum: Training for staff on curriculum development, adult learning theory, learning objectives, and transference of learning	\$102,431
8	Training progress and performance measurement templates	\$14,856
	Total	\$397,046
	Contingency	\$25,000
	Maximum obligation	\$422,046

#### **Budget Overview**

Project	Completion Cost
Staff Development and Training Infrastructure Development	\$397,046
Contingency (Staff Development and Training)	\$25,000
Total Agreement Obligation	\$422,046

# Attachment H Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

#### **DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. HIPAA Rules. "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set**. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. *Electronic Protected Health Information*. "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule**. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information**. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law**. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary**. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach**. The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

- 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
- 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
- 3. Whether PHI was actually viewed or only the opportunity to do so existed;
- 4. The extent to which the risk has been mitigated.
- Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. *Unsecured PHI*. "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident**. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

#### **PERMISSABLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

#### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

#### **MISCELLANEOUS**

- a. **Regulatory References**. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival**. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation**. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities**. County reserves the right to monitor the security policies and procedures of Business Associate.

# Attachment IP Intellectual Property Rights

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

#### **County of San Mateo ~ Insurance Certification Questionnaire**

**Contractor Number:** 

**Contractor Name: Public Consulting Group** 

Date this Form Was Completed: 6/8/2015 Name of Person Completing Form: Deborah Patten 1. Does the contractor carry \$1,000,000 or more in comprehensive general liability  $\boxtimes$ insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting YES NO\* where the facility will cover the general liability?)  $\square$ 2. Does the contractor travel by car to provide contract services? YES NO a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance? YES NO\*  $\boxtimes$ 3. Does the contractor have 2 or more employees? YES NO  $\boxtimes$ a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance? YES NO\*  $\boxtimes$ 4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)? YES NO a) If yes, does the contractor carry professional liability insurance? YES NO\*  $\boxtimes$ 5. Did you make any changes to the Hold Harmless clause in the contract template? YES NO a) If yes, did Risk Management and County Counsel approve changes to the contract template? YES NO\*  $\boxtimes$ 6. Is San Mateo County named as the certificate holder / additional insured? YES NO\* If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) - call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet. **COMMENTS:** Section below is for Risk Management authorization – send to Risk Management ONLY IF INSTRUCTED TO DO SO Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract. **Risk Management Signature: 34T** Date: 34T

(Internal Form) Issued by County of San Mateo Contract Compliance Committee July 1, 2013



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

continuate notati in nea or saon enacroement(c).		
PRODUCER	CONTACT NAME:	
TGA Cross Insurance, Inc	PHONE FAX (A/C, No. Ext): (A/C, No):	
401 Edgewater Place	E-MAIL ADDRESS:	
Suite 220	INSURER(S) AFFORDING COVERAGE	NAIC #
Wakefield MA 01880	INSURER A: Executive Risk Indemnity Inc	35181
INSURED	INSURER B: Great Northern Insurance Co	20303
Public Consulting Group, Inc	INSURER C: Federal Insurance Company	20281
Attn: Stuart Kaufman	INSURER D:	
148 State Street, 10th Floor	INSURER E :	
Boston MA 02109	INSURER F:	·

**COVERAGES** CERTIFICATE NUMBER:PCG 15-16 Master w/ Prof

**REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INCURANCE	ADDL	SUBR		POLICY EFF	POLICY EXP			
LTR			WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	Y) LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
В	CLAIMS-MADE X OCCUR			35855036	2/18/2015	2/18/2016	MED EXP (Any one person)	\$	10,000
	X No Deductible						PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	Included
	X POLICY PRO- JECT LOC						EMP Ben	\$	1,000,000
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
l c				73540440	2/18/2015	2/18/2016	BODILY INJURY (Per person)	\$	
ັ							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 1	.0,000,000
c	EXCESS LIAB CLAIMS-MADE	] '		7 98 52 60 4	2/18/2015	2/18/2016	AGGREGATE	\$ 1	.0,000,000
	X DED X RETENTION \$ N/A							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	1,000,000
C					2/18/2016	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Professional Liability			68023824	2/18/2015	2/18/2016	Each Claim		5,000,000
	Claims Made			Retro Date: 2/27/1997			Deductible		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is included as Add'l Insured for General Liability Coverage shown as required by Contract.

#### **CERTIFICATE HOLDER**

San Mateo County Human Services Agency Nalini Nath 1 Davis Drive Belmont, CA 94002

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Gregory/MH6