

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECARE CORPORATION

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 Telecare Corporation, Inc., 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 Mobile Crisis Response 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 A.1— Behavioral Health and Recovery Services Requirements

Exhibit B—Payments and Rates

Exhibit C—Budget

Attachment E – Fingerprinting Certification

Attachment H— HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

Attachment 1 – Telecare MCRT Van Spec

Application for Authorization to Drive for County Business County of San Mateo
Motor Vehicle Accident Report Driving Policy & Safe Driver Program

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit

B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN MILLION FIVE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$7,528,000). 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 July 1, 2025 through June 30, 2027.

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.

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

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

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications

therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all

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

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

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

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

11. Compliance With Laws

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

County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County 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 the Section titled “Compliance with Laws”. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

h. Compliance with Living Wage Ordinance

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

13. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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: Shirley Chu/Clinical Services Manager
Address: 1950 Alameda de las Pulgas, San Mateo, CA, 94403
Telephone: (650) 421-5181
Email: SChu@smcgov.org

In the case of Contractor, to:

Name/Title: Dawan Utecht/SVP/Chief Development Office
Address: 1080 Marina Village Parkway, #100, Alameda, Ca, 94501
Telephone: (559) 374-4439
Email: Dutecht@telecarecorp.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. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO

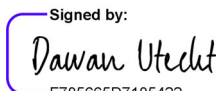
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

TELECARE CORPORATION

Signed by:

F785665D7185422...

Contractor's Signature

Date: 05/30/2025

EXHIBIT A– SERVICES
Telecare Corporation- SMMCR
SAN MATEO MOBILE CRISIS RESPONSE TEAM (MCRT)
July 2025 – June 2027

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

I. INTRODUCTION

On November 28, 2023, Telecare was awarded the 24/7/365 San Mateo Mobile Crisis Response (SMMCR) services contract through the County's Request for Proposal (RFP) process. The current Agreement establishes an understanding between the County and Telecare Corporation to develop, operate, and deliver the SMMCR services called Mobile Crisis Response Team (MCRT): 1) a 24/7/365 mobile crisis response team responding to anyone in San Mateo County experiencing a behavioral health crisis requiring an in-person crisis response, as dispatched by the County-contracted Star Vista-operated 24/7 Crisis Hotline (650) 579-0350 (coordinating with 988 Suicide & Crisis Lifeline); 2) thorough post-crisis follow-up activities to continue to stabilize and resolve the current crisis; and 3) crisis prevention and community awareness activities.

The goals of the MCRT are to: provide a culturally and clinically appropriate in-person crisis rapid response to any behavioral health crises in a timely manner by trained behavioral health providers within San Mateo County at any-time, reduce re-admission to inpatient psychiatric hospitalization, incarceration, and unnecessary mental health-related law enforcement contact, and improve overall safety, wellness and recovery among individuals struggling with a behavioral health crisis in our community. The objectives of the MCRT include reducing unnecessary psychiatric emergency department admissions, reducing arrests, preventing suicides, and providing linkage connections to needed behavioral health and social services. Contractor shall provide rapid in-person crisis response, acute mental health/crisis de-escalation, stabilization, crisis assessment, and safety planning for individuals experiencing a behavioral health crisis, within their own homes or in other locations in the community outside of a traditional clinical setting. The MCRT shall also provide thorough follow-up activities after the initial crisis encounter to further stabilize the crisis and to connect/reconnect the individual to needed services and treatment to prevent future crisis occurrence of similar nature.

II. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide 24/7/365 MCRT mobile crisis services to anyone who is experiencing a behavioral health crisis as screened to be eligible for an in-person crisis response by the Star Vista Crisis Hotline, at a location anywhere within San

Mateo County. See Appendix A for excluded locations for MCRT response. Contractor shall provide mobile crisis services, which include a rapid in-person response, individualized crisis assessment, crisis de-escalation, crisis intervention, community-based stabilization which shall include a crisis safety plan or completion of a 5150 involuntary hold and needed transportation to facilitate a warm hand-off to the next appropriate care. In addition, Contractor shall also provide a follow-up within 24 business hours of the initial crisis encounter to support continued resolution of the crisis, as well as additional needed clinical interventions and case management support to ensure service/treatment connection and resolution of the current crisis episode for the individual and their significant others.

A. Services: MCRT services shall include but are not limited to below:

1. Mobile Crisis Response Services: Contractor shall have live staff to receive and respond in-person to all crisis response calls from and dispatched by the County-contracted Star Vista's Crisis Services Hotline (and 988) 24/7/365. A mobile crisis team comprised of at least two providers, including one licensed/license eligible mental health clinician and one certified or to be-certified peer support specialist or family partner, shall be available to respond to the crisis scene and remain on scene for the entire duration of the mobile crisis response. On scene, the team shall conduct crisis de-escalation, initial face-to-face crisis assessment, crisis intervention, 5150 evaluation, involuntary hold if indicated or safety planning otherwise, stabilization in the community, transportation, coordination, and warm hand-off with other providers with appropriate releases of information (ROI) as required. These providers may include but are not limited to a member on the individual's treatment team, law enforcement, Emergency Medical Services (EMS), schools, caregivers or other collateral sources, and other professionals as appropriate and indicated. At least one if not both required onsite mobile crisis team members shall be able to conduct a behavioral health crisis assessment (including mental status exam (MSE) and diagnosis) and an involuntary 5150 hold if the individual meets the danger to self (DTS), danger to other (DTO), and/or grave-disability (GD) criteria.
2. Family Urgent Response Services (FURS): Contractor shall provide 24/7/365 in-person rapid response to current and former foster children or youth and their families, as dispatched by the County-contracted Star Vista's Crisis Services Hotline. "Current or former foster child or youth" include a child or youth adjudicated under Section 300, 601, or 602 and who is served by the County Child Welfare or Probation Department, and a child or youth who has exited foster care to reunification, guardianship, or adoption. All foster youth calls are considered urgent unless the caller specifically indicates that they do not want the response to be immediate, in which case appropriate documentation of the case scenario shall be required and submitted to BHRS Contract Manager within one business

day (See #10, Clinical and Administrative Documentation, under this section). For all FURS calls, situations not traditionally considered as emergencies will still require an immediate in-person response from the Contractor 24/7/365. All MCRT services contracted through this Agreement apply to and shall be provided to the FURS calls.

3. Follow-up, Warm Hand-Off, and Referrals: Contractor will provide **thorough** follow-up, warm hand-off, and needed referral linkages for all mobile crisis clients. Any mobile crisis team member who meets the core training requirements can provide these follow-up services, which may be conducted in-person or via telehealth or telephone. The follow-up and referral linkages shall be as thorough and comprehensive as possible to connect them to needed resources, services, and treatment and to ensure these connections are sustained. There are times when the mobile crisis team members are unable to engage the crisis client in a follow-up, such as when the individual is incarcerated, unwilling to engage, or cannot be reached despite reasonably diligent efforts. In such circumstances, Contractor shall make all possible attempts exploring various clinical and legal options (such as eligibility for conservatorship or CARE Court or alternate available options) and document these attempts and efforts to establish that the crisis client could not be engaged for any follow-up prior to closing the individual's crisis episode in Avatar NX.

The follow-up check-in for all MCRT clients shall be conducted within 24 hours of the initial crisis response, to support continued resolution of the crisis. Follow-up activities may include conducting additional clinical assessment, providing clinical interventions, ensuring follow-through on the individual's crisis safety plan, or revising the plan as needed, providing additional referrals, participating in post-crisis care conferences and coordination with other providers, scheduling needed services appointments, arranging for or providing transportation, providing reminders, facilitating services connections, and/or providing warm hand-offs.

A "warm handoff" includes coordination with other delivery systems to facilitate care transitions and guide referrals for the individual, ensuring that the referral loop is closed, and the new provider accepts the care of the individual. Warm handoffs are defined as person-to-person referrals and transfer of care to the next setting or next provider. The warm handoff may be to an existing mental health or substance use disorder (SUD) provider (e.g., the treating psychiatrist), or to a higher level of care (e.g., including but not limited to, a sobering center, detox facility, crisis respite, crisis stabilization, residential rehabilitation facility, psychiatric emergency services (PES), general acute care hospital, or crisis residential treatment program.) The warm hand-off can occur at

the end of the initial in-person crisis response, whether the individual meets 5150 criteria and has been placed on a 5150 involuntary hold or not, or at any time post the initial crisis response over the duration of the “entire crisis episode” prior to case closure in Avatar NX, while aiming to achieve clinical stability, establish care, and sustain service engagement with the individual’s treatment provider(s).

Whenever appropriate, the mobile crisis team shall make referrals of crisis clients to available ongoing mental health and/or SUD treatment, community- based supports, social services, Regional Centers’ Services for individuals with developmental disabilities (IDD), Veterans Administration, primary care providers (PCP), food, shelter, and/or other supports to help mitigate the potential risk for future crises. **Contractor shall identify appropriate services and make referrals or appointments during the initial mobile crisis response if appropriate, and/or as part of follow-up check-ins. If the individual has an existing County or County-contracted treatment provider (such as a case manager, an outpatient treatment team, Intensive Case Management/ICM, Enhanced Care Management/ECM, or any other benefit including Full-Service Partnership program) already involved in their care, the mobile crisis team shall notify these providers within 48 business hours of a mobile crisis response and provide basic information about the crisis assessment encounter (e.g., disposition of the mobile crisis call), and coordinate referrals and follow-ups consistent with privacy and confidential requirements.**

4. Transportation: Contractor shall provide transportation to the crisis clients using the County vehicles, a total maximum of four, to be provided by BHRS, as part of this Agreement. Contractor will source its own vendor for uplifting and wrapping vehicle modifications desired by Contractor. Such modifications will include items as shown in Attachment 1 and must be submitted to BHRS Program Manager for approval prior to installation. Pursuant to Exhibit B, the maximum amount allowable for County approved vehicle modifications is \$40,000 per vehicle, up to 4 vehicles, to a total maximum amount of \$160,000 .If the mobile crisis team cannot provide transportation itself due to outstanding medical or safety concerns of the crisis client, the team shall coordinate with non-medical transportation (NMT) providers, EMS, or law enforcement, if necessary, to arrange transportation and ensure the individual is connected to appropriate care. If EMS, NMT, or law enforcement is utilized to transport the individual directly to a higher level of care, the mobile crisis team shall remain on-scene until the transportation provider arrives. At its discretion, the team may have one or more team members accompany the individual inside the vehicle to the higher level of care.

5. Response Time: All in-person mobile crisis responses shall arrive at the crisis scene within 60 minutes from the time Contractor is deployed by the Star Vista Crisis Hotline staff. 60 minutes or less is the expected in-person response time to all areas in San Mateo County except to the following regions, for which the response time can be within 90 minutes of the deployment: El Granada, Moss Beach, San Gregorio, Loma Mar, and Pescadero. Contractor shall thoroughly document any crisis response which takes longer than the above expectations, using a form to be provided by BHRS, and shall provide said documentation to BHRS Contract Manager within one business day of occurrence.
6. Provision of Integrated Behavioral Health Crisis Response and Harm Reduction Interventions: Contractor shall incorporate trauma-informed, client-centered, harm reduction approaches in its mobile crisis care delivery. The mobile team shall support an integrated approach responding to both mental health and substance use related crises. All mobile crisis staff shall be carrying and trained to administer naloxone to reverse an opioid overdose as needed. All staff shall adopt a non-judgmental, inviting, harm-reduction approach in addressing each individual's behavioral health issues.
7. Coordination with Collateral Parties: Mobile crisis services are directed toward the individual in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the individual in addressing their behavioral health crisis and restoring the individual to the highest possible functional level. The contact with family member or caregiver may be in-person or via telehealth or telephone. For children and youth in particular, Contractor shall work extensively with parents, caretakers, and guardians, as appropriate and in a manner that is consistent with all federal and state laws related to minor consent, privacy, and confidentiality. Coordination with collateral parties can occur during the initial crisis response and/or post crisis follow-up.
8. Crisis Prevention & Community Awareness Activities: Contractor shall provide individual as-needed and a minimum of eight (8) group crisis prevention education and workshops monthly to promote community awareness and education about behavioral health crises, suicide prevention, coping strategies, and available resources. Contractor shall participate in the County's Suicide Prevention Committee meetings, engage in various monthly suicide prevention efforts throughout San Mateo County, coordinate with the BHRS Contract Manager and the Chair/Co-Chair of the Suicide Prevention Committee to identify community needs including in schools and other settings serving specific

populations, develop and provide awareness campaigns and community activities to address these identified needs.

9. Training Participation: All MCRT team members shall complete and meet both the core and enhanced mobile crisis training curriculum developed and required by DHCS before delivering MCRT services. All team members are expected to complete these trainings as part of onboarding orientation and within the first two weeks of hire. In addition, all team members will be required to complete BHRS-required training for a minimum of 20 hours per year, within the first 90 days of employment and annually thereafter.
10. Clinical and Administrative Documentation: Contractor shall document all mobile crisis responses, follow-up encounters, and related services in the County electronic health record (EHR) Avatar NX per BHRS QM Documentation Guidelines, **within one (1) calendar day for any crisis response services and three (3) calendar days of the follow-up service(s) being rendered.** Crisis dispatch screening, crisis assessment, crisis safety plan, and all clinical documentation created or obtained on the respective crisis clients shall be scanned into Avatar NX as soon as possible or when submitting the crisis response note, but no later than three (3) calendar days from the crisis response. All external documents related to the crisis clients obtained prior to, during, and post a crisis encounter shall also be scanned into Avatar NX no later than three (3) calendar days from when the documents are obtained. These external clinical and administrative documents include but are not limited to: 5150 applications and advisements completed by the mobile crisis team, legal reporting such as Child Protective Services or Adult Protective Services reports, consents for treatment, releases of information (ROI), insurance information, and subpoenas, etc. These documents shall be scanned into Avatar NX following BHRS Documentation Policies and Procedures. Avatar documentation shall also include the expanded nature of the crisis response if transportation is provided by the Contractor – e.g., in circumstances where the Contractor provides transportation or accompanies the individual who is being transported by an NMT provider, EMS or law enforcement, the progress note documentation shall reflect this expanded nature of the mobile crisis encounter. Final version of clinical and administrative reporting templates, if to be submitted on Avatar NX, shall be reviewed, and approved by BHRS Contract Manager.

Additional administrative documentation includes details of any FURS calls that have not resulted in an in-person response due to family/client declining an in-person response, or any crisis response which took longer than the 60-minutes response time (or 90-minutes for the five identified regions). Such documentation shall be submitted to the BHRS

Crisis Manager within one business day of occurrence. Provision of additional administrative documentation is included in Section D below.

B. Mutual Responsibilities of the Parties

1. The Parties agree to develop, review, and modify as needed, policies and procedures for MCRT, regarding, but not limited to, scope of work, necessary training, communication process, conflict resolution process, data collection and service documentation process, and program evaluation to address any emerging gaps and needs or any updated mandates from DHCS.
2. The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the MCRT in reaching the anticipated goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights.
3. The Parties will participate in all required reporting activities and conferences or learning collaboratives to document, promote, and demonstrate the effectiveness of MCRT.

C. BHRS Responsibilities

BHRS shall be responsible for the following:

1. Ensure required trainings are arranged for onboarding and periodically/regularly as needed. These training topics include, but are not limited to:
 - a. Core and Enhanced training for mobile crisis services developed by DHCS.
 - b. BHRS training including but not limited to Avatar documentation series, 5150 certification, community mental health and substance use services and resources within San Mateo County, Compliance bundle, etc
 - c. Relevant crisis response training such as crisis de-escalation or management of assaultive behaviors, laws, and ethics of 5150.
 - d. Other training as necessary.
2. Provide Contractor, or arrange for payment, with County equipment and materials necessary to perform the function of MCRT crisis response (i.e., County laptops with needed applications, County vehicles; cell phones and panic buttons purchased by and reimbursed to Telecare), and technical support as arises in the use and maintenance of these equipment. Auto insurance, required auto

maintenance, and ongoing refueling of the County vehicles shall be covered by the County for the term of this Agreement.

3. Provide Avatar NX electronic health record logins, network logins, and County email logins for Contractor upon successful completion of the required credentialing process.
4. Convene a Mobile Crisis Steering Committee including representatives from Contractor and relevant stakeholders for communication and coordination of the array of mobile crisis related services in San Mateo County.
5. BHRS Communications/Marketing Specialist and Contractor's Marketing personnel coordinate efforts in developing pamphlets, marketing materials, promotion means, design, etc on MCRT.
6. Hold twice a month to monthly meetings with Contractor for the purpose of contract monitoring and compliance, quality assurance, and clinical adherence as well as coordination with the Crisis Hotline for MCRT deployment.
7. Liaison for MCRT with DHCS, Crisis Care Mobile Unit (CCMU), and other systems partners.

D. Contractor Responsibilities

Contractor shall be responsible for the following:

1. Provide and staff a 24/7/365 mobile crisis response team to be deployed to behavioral health crises in San Mateo County after screening and triaged by the County Crisis Hotline, without any interruptions. Contractor is responsible for providing needed staffing coverage for all shifts, 24/7, as indicated in Appendix B Telecare MCRT Staffing Pattern.
2. Provide and document regular and ongoing supervision of all MCRT staff members, including the on-call team.
3. Ensure all MCRT staff complete the Core and Enhanced training prior to being scheduled for the mobile crisis response team, as required by DHCS. In addition, ensure all MCRT staff complete all required BHRS training at onboarding within two weeks of hire and annually thereafter. Contractor shall retain a copy of all training attendance, to be provided to BHRS upon request. .

4. Ensure all MCRT staff receive training in the use of DHCS-developed tools including but not limited to Crisis Dispatch Screening Tool, Crisis Assessment Tool, and Crisis Safety Planning Tool. In addition, ensure all MCRT staff adopt these tools as part of documenting MCRT services and timely upload completed tools to Avatar NX.
5. Contractor shall update the developed comprehensive MCRT Services Manual on an ongoing as-needed basis. The Manual shall include all policies and procedures related to the 24/7/365 operations of MCRT in San Mateo County including but not limited to staffing, staff credentials, oversight structure, daily coverage staffing and level of efforts schedule, Officer of the Day (OD) schedule, emergency planning, dispatch and response protocol, follow-up protocol, documentation in Avatar NX, naloxone training, and procurement of naloxone and supply tracking. In addition, the Manual shall include various tools to be used by the MCRT team, including but not limited to Crisis Assessment template, Crisis Safety Plan template, Naloxone tracking log, crisis response workflow, and Avatar documentation workflow .
6. Ensure timely documentation of all services rendered in Avatar NX following the BHRS Documentation Guidelines. Ensure all client-related documents be scanned to Avatar NX timely. For details related to documentation and scanning expectation, please see #10, Clinical and Administrative Documentation, under Section A.
7. Ensure timely, accurate entry and timely submission of required monthly crisis response data such as, Beacon and SMART data, to BHRS. The reporting fields for the crisis data shall be developed, added, and revised in discussion with BHRS. The frequency of data submission shall be monthly, and as requested by BHRS when such a reporting need arises. .
8. Ensure all needed, valid, accurate client level data including but not be limited to, the client demographic data (race, ethnicity, SOGI), insurance status, crisis disposition and all relevant crisis fields on Avatar documentation, are consistently collected and entered.
9. Contractor shall retain tracking and documentation of outreach prevention and community awareness activities. A tracking log of outreach activities shall be submitted monthly to BHRS along for the respective monthly invoice to be approved.

10. Licensed mental health clinicians shall possess and maintain a valid license to engage in the practice of therapeutic services in the State of California (LCSW or LMFT). License-eligible mental health clinicians shall obtain their licensure within six (6) years from the date of the initial registration with their respective licensing board. In addition, A licensed mental health clinician or an LPH has to be available for consult for every shift.
11. Peer Support Specialists and Family Partners shall be certified within one year of hire with the MCRT program. Submission of the Peer Certification for all Peer Support Specialists to BHRS is needed upon reaching the annual hire date or sooner.
12. Contractor will provide follow-up support with all crisis clients, within twenty-four (24) hours (via telephone, telehealth, or in person) of the initial crisis assessment. Contractor shall make at least three (3) attempts with the referral source and the individual and document these attempts, prior to case closure.
13. Ensure MCRT staff provide in-field counseling, referrals to community services, appropriate resources, appropriate advocacy, and follow-up case conferences as indicated, to the clients and families already provided with a mobile crisis response.
14. Ensure mental health clinicians follow the terms of the County Driving Policy & Safe Driver Program, County of San Mateo Motor Vehicle Accident Reporting, and Application for Authorization to Drive form attached to this Agreement, and incorporated herein by reference, and various usage expectations including but not limited to maintenance and towing services. Mental health clinicians are responsible to bring the County vehicles in for maintenance when requested and to report any issues/accidents immediately. All costs incurred by the mental health clinicians because of not following the County Driving Policy and related reporting requirement will be the responsibility of the Contractor, including all parking tickets, tolls, and express lane charges.
15. Ensure staff's consistent and appropriate use of all equipment provided (vehicles, laptops,) and needed for the delivery of MCRT. All costs incurred because of inappropriate use of any of the provided equipment will be the responsibility of the Contractor.

16. Contractor leadership will participate and engage in regular contract-related meetings and Mobile Crisis Steering Committee activities to ensure achievement of stated program goals and outcomes, enhance collaboration and coordination needs, achieve DHCS' required mandates related to 24/7/365 county mobile crisis response, address any outstanding issues or obstacles to the service delivery.
17. Exercise reasonable care to ensure compliance with all legal and clinical requirements related to this Agreement.
18. Contractor shall follow BHRIS Policy and Procedures on filing a Critical Incident Reporting Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316. (See Section F.10)

E. Program Goals and Outcomes

Contractor shall provide 24/7/365 MCRT service to encompass the below program visions:

- (1) San Mateo's mobile crisis response services are available and delivered to reach anyone, anywhere in San Mateo County (except for the list of restricted service locations in Appendix A), and anytime when needed, regardless of insurance or age or any other social-cultural determinants.
- (2) San Mateo's mobile crisis services shall align with SAMHSA's National Guidelines for Behavioral Health Crisis Care [National Guidelines for Behavioral Health Crisis Care: Best Practice Toolkit](#) (2020), which recommends that mobile crisis teams are dispatched by the County's crisis call center (coordinated with 988), i.e., County-contracted Star Vista-operated Crisis Services Hotline, equipped with a GPS tracking and monitoring system to ensure safety of all involved, and provide follow-up care and assistance in accessing and linking to needed support and treatment services.
- (3) San Mateo's mobile crisis services shall provide at the minimum, eight (8) per month regular and ongoing crisis prevention and community awareness activities, including but not limited to, individual or group crisis-prevention education, community workshops, post-crisis care coordination and comprehensive thorough support to prevent future similar crises from happening again.

By providing services in this Agreement, MCRT aims to achieve the following performance outcomes and program objectives:

- (1) Decrease psychiatric emergency service (PES) visits and psychiatric hospitalizations.
- (2) Decrease unnecessary civilian and law enforcement contact, reduce unnecessary arrests, and increase diversion from the criminal justice system, when possible and appropriate.
- (3) Prevent suicides.
- (4) Improve connection or re-connection to treatment and services in the community with the least restrictive environment.
- (5) Improve support and stability for foster care youth and their families, maintain current living situation, decrease placement in out-of-home facilities, and improve child/youth and family outcomes.
- (6) Improve self-empowerment with the availability of this 24/7/365 crisis response resource that San Mateo residents can utilize whenever needed, which in turn, shall promote an overall sense of safety and wellness recovery for all San Mateo during a behavioral health crisis.

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

1. MCRT will respond in-person to provide crisis assessment and crisis evaluation for 100% of calls screened to be eligible for dispatch by Crisis Hotline using the standard Dispatch Screening Tool;
2. The in-person response time shall be less than 60 minutes for most San Mateo County areas and 90 minutes for a few pre-identified remote regions. Response time is the duration of time taken to arrive at the crisis scene from when the MCRT team is deployed by the Crisis Hotline.
3. 80% of San Mateo Medi-Cal clients will be provided with at least three documented follow-ups post a crisis assessment prior to episode closure.

F. Special Terms and Conditions

1. Coordination and Oversight

The assigned Contractor's Regional Director and the MCRT Program Director will be responsible for the day-to-day operations of the program and problem resolution related to the service delivery.

BHRS and Contractor will convene regular, bi-weekly to monthly

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

2. Records and Confidentiality

Records created by the Contractor on MCRT services shall be considered County records. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

BHRS will provide training to Contractor on federal, state, and local policies and procedures with respect to the confidentiality and use or disclosure of protected health information of clients as necessary and appropriate to carry out their functions. BHRS reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any Contractor staff who violates Federal, State, or local law and policy.

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

3. County Vehicle Use

Contractor staff scheduled for a mobile crisis shift and deployed by Star Vista Crisis Hotline may drive one of the assigned County vehicles. County vehicles are driven solely for the purpose of delivery mobile crisis-related business functions.

The Parties agree to the Responsibilities, Terms and Conditions, detailed in the County Vehicle Use Agreement MOU attached to this agreement.

4. County Laptop Use

BHRS has provided a total of fourteen (14) County laptops to support the MCRT program. In this renewed contract, BHRS will provide four (4) additional County laptops will be the property of

BHRS and as such Contractor agrees to the following:

- a. Contractor will develop a user agreement to be reviewed/approved by BHRS for staff to support safety and accountability while using the County laptops. Contractor is ultimately responsible for safe handling and return of County supplied equipment.
- b. Contractor staff using the laptops will review and abide by the County's Information Technology Security Policy, Internet Usage Policy, and the Protected Health Information Sanction Policy. The links to each policy is below:
 1. <https://hr.smcgov.org/information-technology-security-policy>
 2. <https://hr.smcgov.org/internet-usage>
 3. <https://hr.smcgov.org/protected-health-information-sanction-policy>
- c. Contractor is responsible for immediate reporting to BHRS administration of any County device that is compromised, stolen, or is currently out of possession from its assigned user.

END OF EXHIBIT A

Exhibit A.1 : Behavioral Health and Recovery Services Requirements

I. 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/.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

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

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

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

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

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

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Quality Improvement Activities and Participation

Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

- a) Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
- b) Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
 - i) Surveying client/family satisfaction with the Contractor's services at least annually.
 - ii) Evaluating client grievances, appeals and State Hearings at least annually.

- iii) Evaluating requests to change persons providing services at least annually.
- iv) Informing the County and clients of the results of client/family satisfaction activities.
- c) Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- d) Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- e) Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- f) Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- g) Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- h) Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- i) Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

3. Referring Individuals to Psychiatrist

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

4. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a) Medications are logged in, verified, counted and added to inventory sheets.
- b) All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c) Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d) All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e) Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f) Medications are disposed of after the expiration date and recorded.
- g) Injectable multi-dose vials are dated and initialed when opened.
- h) A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i) "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

5. Timely Access to Services

- a) Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b) The County shall monitor Contractor regularly to determine compliance with timely access requirements. . (42 C.F.R. §438.206 (a), (c)).
- c) The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. . (42 C.F.R. §438.206 (a), (c)).

- d) **TIMELY ACCESS** Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

6. **Record Retention**

Section 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

7. **Documentation of Services**

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:
<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.smchealth.org/bhrs/aod/handbook>.

8. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

9. Client Rights and Satisfaction Surveys

a) Administering Satisfaction Surveys

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

b) Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c) Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

10. Beneficiary Brochure and Provider Lists (SOC)

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

11. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of

Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

12. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a) Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b) Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c) Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
- d) Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

13. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility

f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>.

Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

14. Site Certification

- a) Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b) Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - i. Major leadership or staffing changes.
 - ii. Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - iii. Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - v. Change of ownership or location.
 - vi. Complaints regarding the provider.

15. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all

information requested by the County relevant to the incident, and Contractor staff cooperation.

16. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

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

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

17. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor

will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

18. Fingerprint Compliance (MH & SU)

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

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

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

19. Staff Termination

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

20. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to

implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

21. Medical Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

22. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

- a. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- b. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

C. Client Informing Materials

1. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

2. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
3. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
4. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
5. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
 - a. The format is readily accessible;
 - b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 - c. The information is provided in an electronic form which can be electronically retained and printed;
 - d. The information is consistent with the content and language requirements of this agreement;
 - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
6. Language and Format
 - a. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
 - b. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
 - c. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
 - d. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those

materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

- e. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
- f. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
- g. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

7. Beneficiary Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

- a. Guide to Medi-Cal Mental Health Services
- b. County Beneficiary Handbook (BHIN 22-060)
- c. Provider Directory
- d. Advance Health Care Directive Form (required for adult clients only)
- e. Notice of Language Assistance Services available upon request at no cost to the client
- f. Language Taglines
- g. Grievance/Appeal Process and Form
- h. Notice of Privacy Practices
- i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

- 8. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- 9. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- 10. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.

11. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

12. Informing materials will be considered provided to the client if Contractor does one or more of the following:

- a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
- b. Mails a printed copy of the information upon the client's request to the client's mailing address;
- c. Provides the information by email after obtaining the client's agreement to receive the information by email;
- d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
- e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

13. Provider Directory

- a. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
- b. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- c. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

- d. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

D. Client Rights

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

E. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year.

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner).
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters
- 2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
- 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
- 4. Contractor will translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS- sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
- 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS

Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

F. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

G. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

H. Telehealth

1. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
4. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

I. Chart Auditing and Reasons for Recoupment

MAINTENANCE OF RECORDS

Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

ACCESS TO RECORDS

Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

FEDERAL, STATE AND COUNTY AUDITS

In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

INTERNAL AUDITING

1. Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for

verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

2. Contractor shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

CONFIDENTIALITY IN AUDIT PROCESS

1. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
2. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
3. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner

REASONS FOR RECOUPMENT

1. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
2. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
 - a) Identification of Fraud, Waste or Abuse as defined in federal regulation.
 - b) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - c) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
 - d) Overpayment of Contractor by County due to errors in claiming or documentation.
 - e) Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

3. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

COOPERATION WITH AUDITS (*Agreement Section 15*)

1. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
2. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
3. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
4. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230l(3)(i-iii).

J. Grievances, Appeals and Notices of Adverse Benefit Determination

1. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
2. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
3. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
4. Add County specific information regarding which, if any NOABDs are delegated to Contractor.

5. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
6. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
7. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
8. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
9. Advanced Directives - Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).
10. Continuity of Care - Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

K. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

1. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
2. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
3. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
4. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the

organization's compliance program and its compliance with the requirements under the Agreement.

5. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
6. Effective lines of communication between the Compliance Officer and the organization's employees.
7. Enforcement of standards through well-publicized disciplinary guidelines.
8. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
9. The requirement for prompt reporting and repayment of any overpayments identified.
10. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
11. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
12. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
13. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
14. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
15. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
16. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.

17. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
18. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
19. Contractor may adopt the County's Compliance Program.
20. Integrity Disclosures - Contractor must annually complete and submit the Form 700 Attestation https://drive.google.com/file/d/1HYkif6TULGkexoUqEaNqdc9PHCuXa0g/view?usp=drive_link

L. SITE INSPECTION

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

M. ADDITIONAL FINANCIAL REQUIREMENTS

1. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
2. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
3. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
4. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments

during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

N. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

1. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
2. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

O. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

1. If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
2. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
3. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
4. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

EXHIBIT B – PAYMENTS AND RATES
Telecare Corporation - SMMCR
SAN MATEO MOBILE CRISIS RESPONSE
July 2025 – June 2027

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 Section 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 Section 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 SEVEN MILLION FIVE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$7,528,000).

B. San Mateo Mobile Crisis Response Services

Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly rate of payment by County to Contractor shall be paid in 1/12th monthly amount. County will make these monthly payments in arrears after receipt of the Contractor's properly completed invoice and submit monthly reports regarding the services provided to the BHRS Crisis Services Manager and other personnel as identified by BHRS

1. July 2025 to June 2026 (\$3,611,489)

Contractor shall be paid up to a maximum of THREE MILLION SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$3,611,489). County shall pay Contractor monthly 1/12th of the total obligation for those services. Payment will be made in arrears in the amount of THREE HUNDRED THOUSAND NINE HUNDRED FIFTY-SEVEN DOLLARS (\$300,957).

2. July 2026 to June 2027 (\$3,755,949)

Contractor shall be paid up to a maximum of THREE MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED FORTY-NINE DOLLARS (\$3,755,949). County shall pay Contractor monthly 1/12th of the total obligation for those services. Payment will be made in arrears in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS (\$312,966).

C. Vehicle Modifications July 2025 to June 2027 (\$160,000)

Pursuant to Exhibit A Section II.A.4 Transportation, the maximum amount allowable for County approved vehicle modifications is \$40,000 per vehicle, up to four (4) vehicles, to a total maximum amount of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000). Contractor must submit and obtain approval from BHRS Program Manager prior to installation.

Maximum per Vehicle	\$40,000
# Vehicle limit	Up to 4
Total Amount	\$160,000

- D. Contractor's budget is attached and incorporated into this Agreement as Exhibit C.
- E. Contractor will be responsible for all additional expenses incurred during the performance of services rendered under this Agreement, but which have not been included in the budget provided.
- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Section 3 of this Agreement.
- G. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2025, Contractor shall be paid on a prorated basis for only that portion of the contract term

during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. The Parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- M. Monthly Invoice and Payment

- 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly report Personnel Expenses from Operating expenses and summarize direct and indirect services (if applicable) for which claim is made. All invoices shall be submitted with required monthly data and progress reporting as indicated in this Agreement for the County to approve and process payment.

All direct services provided to clients are documented on Avatar NX. These service billings and claims are reimbursements from the State to County contributing to a funding source supporting this Agreement.

- 2. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims submitted more than 90 days after the date of service are considered late claims. County reserves the right to deny payment for invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to BHRIS-Contracts-Unit@smcgov.org and the BHRIS Crisis Manager:

County of San Mateo

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

- N. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- O. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- P. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.
- Q. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

- R. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any

identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated with a 30-days' notice issued to the Contractor. Any unspent monies due to performance failure may reduce the contract amount in the following year's agreement.

S. Election of Third-Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

T. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

- U. Cost Report/Unspent Funds – for contracts that include Third party billing and for those contracts where a cost report is required.

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

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

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

funds shall be returned to the County with the accounting report.

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

V. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

- 3. The certification shall attest to the following for each beneficiary with services included in the claim:

- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Section II.B.6 of Exhibit A.1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

END OF EXHIBIT B

Exhibit C
Telecare Corporation
Budget Comparison
San Mateo MCRT

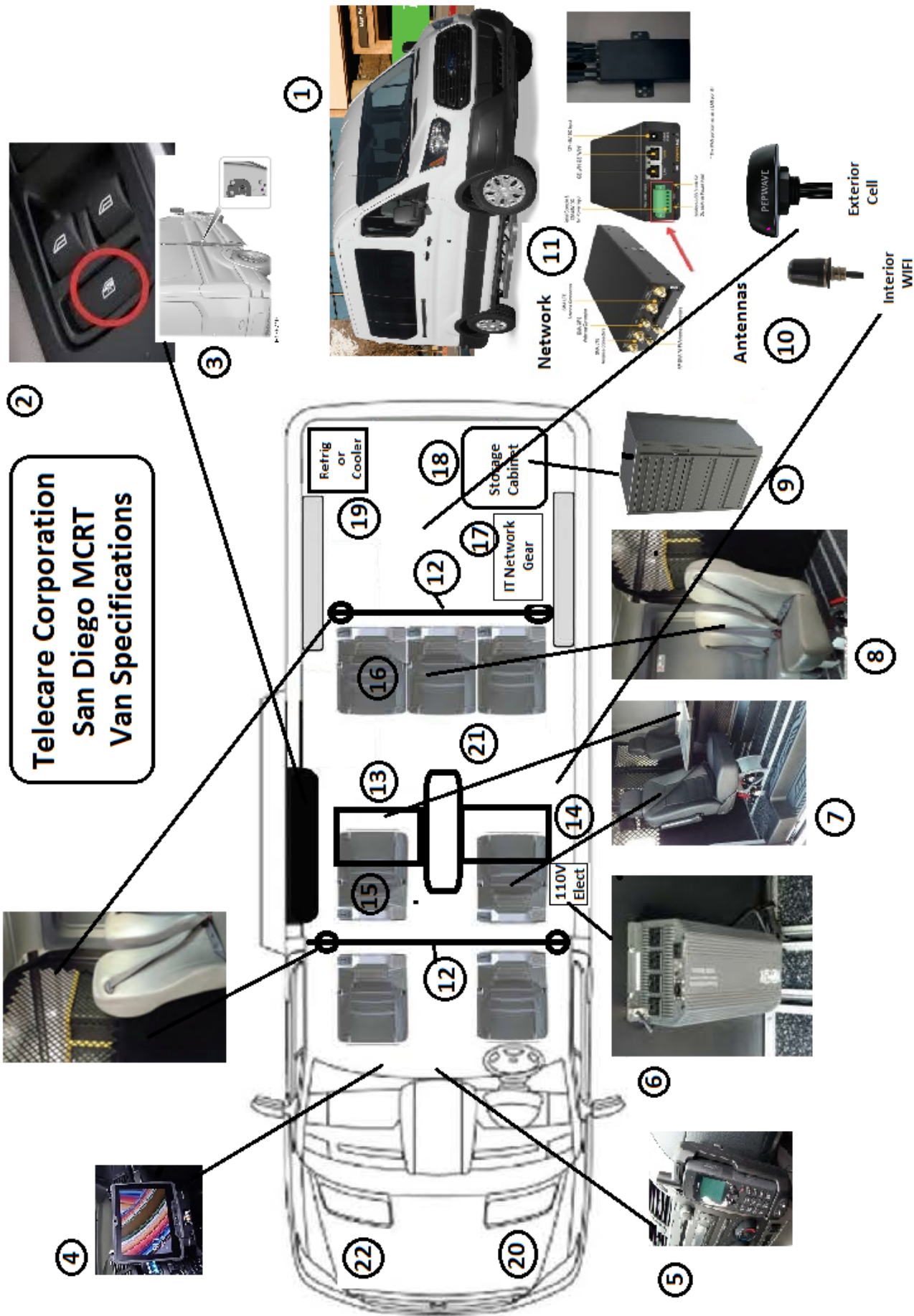
	San Mateo MCRT - Updated FY25/26 Budget			San Mateo MCRT - Updated FY26/27 Budget		
	FTE Count	Annual Cost		FTE Count	Annual Cost	
SALARIES AND WAGES						
COMMUNITY/CLINICAL	16.35	2,126,312		16.35	2,211,364	
Admin Inptnt Licensed	1.00	212,098		1.00	220,582	
Regional Director of Operations	0.15	37,432		0.15	38,929	
MCRT Clinician-Unlicensed	2.80	460,605		2.80	479,029	Shifts:please see addition tab for staffin
MCRT Team Lead-Licensed	4.20	861,244		4.20	895,694	Shifts:please see addition tab for staffin
Peer Support Specialist	7.00	473,179		7.00	492,106	
Office Coordinator I	1.00	65,444		1.00	68,062	
Centralized Staffing Team	0.09	4,781		0.09	4,972	
HR Business Partner	0.08	8,332		0.08	8,665	
Reg IT Support Analyst I	0.03	3,198		0.03	3,326	
Total Salaries & Wages	16.35	2,126,312		16.35	2,211,364	
EMPLOYEE BENEFITS	21.1% \$	449,197		21.1% \$	467,165	
SERVICES AND SUPPLIES						
COMMUNITY/CLINICAL		159,900			159,900	
Member Expense		5,200			5,408	
Other Community/Clinical		154,700			160,888	
Administration		306,248			318,497	
Physical Plant/Property		18,284			19,015	
Building/Office Lease		76,284			79,335	
Depreciation/Amortization		4,200			4,368	
Total Services & Supplies		564,916			587,512	
INDIRECT						
Total Indirect	15.00%	471,064		15.00%	489,906	
TOTAL COST OF PROGRAM		3,611,489			3,755,948	

Attachment - 1

Telecare Corporation
San Diego MCRT
Van Specification Legend

1. Van – prefer Ford 150 Transit van. Alternate use of Ford 350 Transit van if it is more readily available.
2. Passenger Compartment Security – electronic child lock via driver door controls.
3. Passenger Compartment Security – alternative child lock control on the side of sliding door if electronic lock not available.
4. Heads-up iPad Display – for virtual dispatch application.
5. Satellite Phone Docking Station – for satellite phone charging between driver and passenger seats.
6. Portable Devices Charging Station – for computers, cell phones, and printer.
7. Example of Staff Chairs in Staff/Passenger Compartment – mid-cabin.
8. Example of Client Chair Bench Seat in Staff/Passenger Compartment - mid-cabin
9. Rear storage unit – storage cabinet with door or drawers.
10. Network antennas – interior WIFI antenna to be mounted in staff/passenger compartment mid-cabin. Exterior cell antenna to be mounted outside the rear section of van.
11. Network equipment – network router mounted in rear section of the van.
12. Security barriers – to separate the staff/client area from the driver and rear compartments. Barrier to be solid metal bottom and perforated upper section to allow for visual sight lines, verbal communication, conditioned air flow, and cell and WIFI signal transmission.
13. Fold away tables – two tables for use in the staff/passenger compartment mid-cabin.
14. Interior WIFI Antenna Mounting Location – inside the vehicle.
15. Staff seating locations – two fixed position bucket seats capable of rotating 360 degrees.
16. Client seating locations - three seats in a single bench seat. One for client and one for a family member. Bench also provides for seating for bariatric passengers.
17. Network equipment – mounting location.
18. External Cell Antenna Mounting Location – outside the vehicle.
19. Optional refrigerator or igloo cooler location.
20. Battery compartment – two 12-volt 100Ah smart lithium iron phosphate batteries to assure one hour of run time for the network equipment and charging of portable electronic equipment when the van engine is turned off.
21. Interior Materials – interior to have vinyl, plastic, and metal finishes to allow for easy cleaning.
22. Alarm – security alarm to protect vehicle when parked and out of service.

Telecare Corporation San Diego MCRT Van Specifications

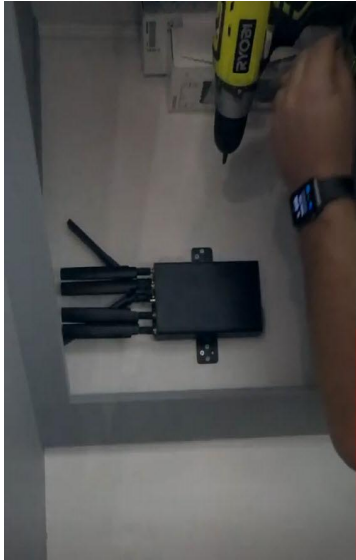


Mobile Crisis Response Vehical Power Requirements

General van specifications: 2 front seats, 2 seats mid unit with table, 2 seats in the back. Will transport 5150. Law will transfer DTS/DtO. No restraints. Onboard equipment includes signage, cleaning equipment. Chasis will be a sprinter or Ford F350.

Required Equipment	Input Voltage	Nominal (Watts)	Peak (Watts)	Qty	Total Nominal Power (Watts)	Total Peak Power (Watts)	Notes
PepLink Cell Router Mobile Phone chargers* Laptop Power* Satelite Phone	AC Input:100-240V/DC Output 12V, 2A or 2x Micro-USB B with 5V, 2A each	12	18	1	12	18	Based on Cradpoint E300 Router
		48	48	3	144	144	
		65	204	3	195	612	
		12	12	1	12	12	Based on Iridium Extreme w/ docking station
							Running tablet command / I Am Responding and
iPad*	12V	96	96	1	96	96	any call center software
Mobile Printer*	12.3V	3	3	1	3	3	3 Baed on HP Mobile OfficeJet 250
20% contingency					73	157	
Total Power Consumption					535	1042	Recommend 1500W peak, 1000W nominal w/ 120V inverter. 1 hour run time with a 2 hour duty cycle (50% cycle) is 175 Ah battery. 2*12V 100Ah Smart Lithium Iron Phosphate Battery + power generation to keep it charged.

Peplink Cell Router
 Dimension: (Height x Width x Depth)
 6.3 x 3.8 x 1.3 inches |
 160 x 97 x 33.5 mm



For power input, DC power is recommended



External Antenna

PepWave Puma 401



Internal Wifi Antenna



Surface Mount Micro WiFi, WiMAX & 4.9 Public Safety

- Mounts easily to vehicle or fixed utility box with a small 9/16" mounting hole (14.3 mm)
- Impressive 2.5 dBi gain in a thumb-sized radome
- Rugged and weather tight ASA radome with foam sealing gasket
- Custom cable configurations & connectors

Overview

Antenna elements	4x LTE, 1x GPS
Cellular frequencies	0.3dBi@ 617-960MHz 5.1dBi@ 1710-2700MHz 5.8dBi@ 3400-4200MHz 7.0dBi@ 4900-6000MHz
Cellular bands	LTE bands B1 to B86 (except B31, B72, B73, B87, B88), 5G bands n1 to n99
GPS frequency bands	1.6dBi, LNA 28dB; 1561-1602MHz
IP rating	IP68
Dimensions	(Height) 1.42" / 36mm (height not included) (Diameter) 5.12" / 130mm
Cable type	CFD-200 (4G/5G, Wi-Fi) RG-174 (GPS)
Connector Type	SMA male, QMA male, N-type male



ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

☒

a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

☐

b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Telecare Corporation

Name of Contractor

Signed by:

Dawan Utecht

F785665D7185422

Signature of Authorized Official

Dawan Utecht

Name (please print)

SVP/Chief Development Officer

Title (please print)

05/30/2025

Date

Attachment H

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

DEFINITIONS

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

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

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

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

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

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

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

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

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

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

- ☐ a. Has no employees
- ☐ b. Employs fewer than 15 persons
- ☒ c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Dawan Utecht

Name of Contractor(s):

Telecare Corporation

Street Address or P.O. Box:

1080 Marina Village Parkway, Suite 100

City, State, Zip Code:

Alameda Ca 94501

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Signed by:

Dawan Utecht

F785665D7185422...

Title of Authorized Official:

SVP/Chief Development Officer

Date:

05/30/2025

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



County of San Mateo

APPLICATION FOR AUTHORIZATION TO DRIVE FOR COUNTY BUSINESS

This information will be used in evaluating the DMV driving record of individuals who use County vehicles to conduct County business. All County drivers are expected to abide by vehicle regulations and to practice safe driving etiquette. Defensive driving skills and a clean driving record are essential to continued authorization.

ALL FIELDS ARE MANDATORY

DRIVER NAME _____
Last First Middle

DATE OF BIRTH ____ / ____ / ____ **CALIFORNIA DRIVER'S LICENSE #** _____

DEPARTMENT/DIVISION _____

PROGRAM _____ **ORG #** _____

JOB TITLE _____

Consultant	☐	Contractor	☐	Vendor	☐
Volunteer	☐	Unpaid Intern	☐	VRS	☐

SUPERVISOR _____ **DATE** _____
(PLEASE PRINT)

SUPERVISOR CONTACT INFORMATION: **EMAIL** _____ **PHONE** _____

**FORWARD COMPLETED FORM TO RISK MANAGEMENT,
Safety & Ergonomics Manager, Azadeh (Azi) Imandel**

– Email: aimandel@smcgov.org

RISK MANAGEMENT TO COMPLETE AND RETURN TO DRIVER'S SUPERVISOR OR PROGRAM MANAGER

☐ Approved ☐ Not Approved

Signature _____ **Date** _____

COUNTY OF SAN MATEO MOTOR VEHICLE ACCIDENT REPORT

FAX TO RISK MANAGEMENT 650-363-4864 AND SUBMIT ORIGINAL TO PONY HRD163 or 455 COUNTY CENTER – REDWOOD CITY – 94063

COUNTY DRIVER	NAME (LAST, FIRST INITIAL)		AGE	DEPARTMENT / AGENCY	DIVISION	ORG NO.
	DRIVER LICENSE NO.	ACCIDENT DATE	TIME	OFFICE ADDRESS		BUSINESS PHONE
	WHAT PURPOSE WAS VEHICLE BEING USED FOR?			JOB TITLE	CLASSIFICATION	ALTERNATE PHONE

COUNTY VEHICLE	VEHICLE LICENSE NO.	VEHICLE YEAR, MAKE, MODEL		VEHICLE PROPERTY NO.	CAR NO.	UNIT ASSIGNED TO
	DESCRIBE DAMAGES TO COUNTY VEHICLE		ESTIMATED REPAIR COST	VEHICLE MANAGEMENT		
				☐ DEPARTMENT ASSIGNED ☐ MOTOR POOL ☐ OTHER ☐ DEPARTMENT OWNED ☐ RENTAL IF DEPARTMENT OWNED OR RENTAL, ENTER OWNER'S NAME		

ACCIDENT DETAILS	ACCIDENT LOCATION (ADDRESS / AREA)		ROAD CONDITIONS		
			WEATHER CONDITIONS		
	(CITY / COUNTY / STATE)		TRAFFIC CONDITIONS		
	POLICE REPORT (REQUIRED WHEN ANOTHER VEHICLE IS INVOLVED, INJURIES HAVE OCCURRED OR PROPERTY DAMAGE IS PRESENTED)		POLICE AGENCY	POLICE OFFICER AND BADGE NO.	POLICE REPORT NO.
	☐ YES ☐ NO IF NO, EXPLAIN DIAL 9-1-1 TO CONTACT POLICE AND EMERGENCY MEDICAL SERVICES		FOR TOW-AWAY SERVICE		
	ALTERNATE – CONTACT THE COUNTY OPERATOR AT 650-363-4000 / 573-2222 TO REQUEST POLICE DISPATCH (NON-MEDICAL EMERGENCIES ONLY)		BUSINESS HOURS AFTER HOURS ALTERNATE	REDWOOD CITY MOTOR POOL ACTION TOWING COUNTY OPERATOR	650-363-4037 650-593-5555 650-363-4000 OR 573-2222

OTHER VEHICLE OR PROPERTY	DRIVER'S / OWNER'S NAME		AGE / DOB	VEHICLE LICENSE NO.	VEHICLE YEAR, MAKE, MODEL	NO. OF PASSENGERS
	DRIVER LICENSE NO.	TELEPHONE	ALTERNATE	REGISTERED OWNER		
	DRIVER'S / OWNER'S ADDRESS (STREET, CITY, STATE, ZIP)			OWNER'S ADDRESS		HOME TELEPHONE
						WORK TELEPHONE
	DESCRIBE DAMAGES TO OTHER VEHICLE OR PROPERTY			NAME, ADDRESS AND POLICY NO. OF OTHER PARTY'S INSURANCE		

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

WITNESSES	NAME (LAST, FIRST INITIAL)	TELEPHONE	ADDRESS

(CONTINUE ON REVERSE)

CLAIM NUMBER

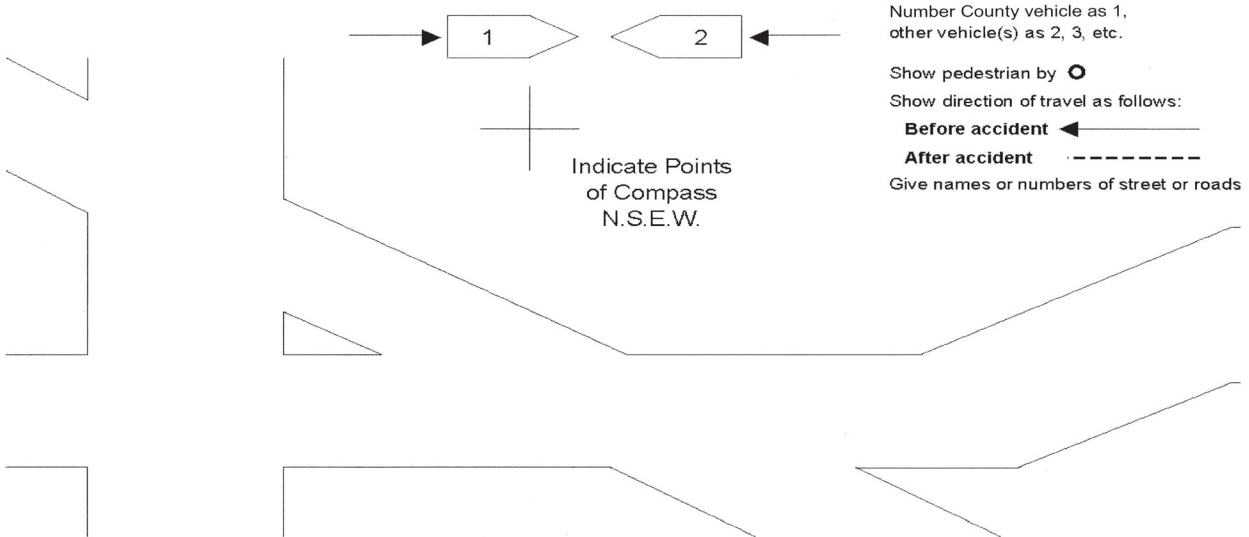
COUNTY OF SAN MATEO MOTOR VEHICLE ACCIDENT REPORT

FAX TO RISK MANAGEMENT 650-363-4864 AND SUBMIT ORIGINAL TO PONY HRD163 or 455 COUNTY CENTER – REDWOOD CITY – 94063

FULLY STATE HOW ACCIDENT OCCURRED (Give details, attach additional sheets if necessary. Include any suggestions that might prevent future accidents.)

ACCIDENT DETAILS – DESCRIPTION

ACCIDENT DIAGRAM



ADDITIONAL PASSENGERS

IF A COUNTY EMPLOYEE IS INJURED, A SEPARATE WORKERS' COMPENSATION REPORT IS REQUIRED.

NAME (LAST, FIRST INITIAL)	TELEPHONE	ADDRESS	PASSENGER IN (CHECK ONE)			EXTENT OF INJURIES
			County Car	Other Car	Pedestrian	

SUPERVISOR REVIEW

The information in this report contains a true and full account of the accident and the vehicle was being operated on official County business at the time of the accident. (The reviewing supervisor or manager is to explain any exception.) **Attach extra pages as necessary.**

Telephone No. Of Reviewing Supervisor

Employee Signature and Date

Reviewing Supervisor Signature and Date

Print Name and Title of Reviewing Supervisor

San Mateo County



**Driving Policy
&
Safe Driver Program**

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I. Introduction

I. Introduction

A. Driving Policy Statement

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

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

B. Program Purpose

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

C. Background

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

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

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

D. Acknowledgements

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

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

E. References and Authorities

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

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

II. Driving Privileges

II. Driving Privileges

A. County Driving Privileges

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

B. CMO Memo on County Driving Privileges

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

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

C. County Driver Expectations

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

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

III. Responsibilities

III. Responsibilities

A. County Employees

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

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

B. Managers and Supervisors

All Managers and Supervisors have additional responsibility to:

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

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

C. Departments and Agencies

All Departments and Agencies have additional responsibility to:

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

D. Human Resources Department

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

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

E. County Safety Committee

The County Safety Committee is responsible for:

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

F. Department Safety Committees

Department Safety Committees are responsible for:

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

IV. Authorization to Drive for County Business

IV. Authorization to Drive for County Business

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

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

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

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

A. Definition of a Professional Driver

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

B. Definition of a Frequent Driver

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

C. Definition of a Casual Driver

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

D. Volunteer and Intern Employees

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

E. Out of State Drivers

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

F. Application for Authorization to Drive for County Business

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

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

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

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

G. Overview of Driver License Classes**1. Basic Class C**

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

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

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

A Class C license allows the driver to tow:

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

NOTE:

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

2. Motorcycle M/M1

Two-wheel motorcycle

3. Motorcycle M2

Two-wheel motorcycle less than 150 CC

4. Commercial Class C

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

5. Commercial Class B

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

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

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

**Passenger Transport Endorsement*

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

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

6. Commercial Class A

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

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

H. Medical Examination Requirement

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

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

I. Department of Motor Vehicles' Employer Pull Notice Program

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

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

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

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

1. The EPN and Driver Records

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

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

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

2. Enrollment of Non-Mandated Employees

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

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

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

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

V. Motor Vehicle Use

V. Motor Vehicle Use

A. Use of County Vehicles

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

B. Fleet Management

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

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

C. Motor Vehicle Maintenance

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

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

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

D. Check Out of County Vehicles

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

E. Motor Pool Locations and Services

1. BELMONT MOTOR POOL

29 Tower Road

San Mateo, 94402

(650) 312-5304

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

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

2. REDWOOD CITY MOTOR POOL

501 Winslow Avenue

Redwood City, 94063

(650) 363-4037

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

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

3. GRANT CORPORATION YARD

752 Chestnut Street

Redwood City, 94063

Phone 363-4103

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

Gate access from the Chestnut Street entrance

- 8 fuel pumps (unleaded and diesel)

- Full and Self-service car wash

4. Tow Services

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

After Hours – Call Action Towing at 593-5555

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

F. Use of County Vehicles

1. Department Responsibilities

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

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

2. Employee Responsibilities

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

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

- Not conducting personal business when driving a County vehicle.

G. Use of Cars for County Business

(See [Appendix F](#))

1. Use of County Cars

County cars may not be used to conduct personal business.

2. Seat Belts

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

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

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

3. Use of Private Vehicles

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

4. Overnight Assignment of County Vehicles

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

(1) Continuous On-Call Status

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

(2) Special Equipment

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

(3) Work Location

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

(4) Vehicle Use Required During Other Than Working Hours

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

5. Guaranteed Ride Home

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

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

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

H. Use of Personal Vehicles to Conduct Approved County Business

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

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

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

I. Use of Rental Vehicles

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

J. Commute Alternatives Program

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

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

VI. Motor Vehicle Operations

VI. Motor Vehicle Operations

A. Driver Safety Awareness

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

1. Distracted Driving

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

Examples of Distracted Driving include:

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

2. Fatigue

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

Recognize the symptoms of fatigue:

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

Safety tips for fatigue:

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

3. Defensive Driving

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

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

4. Avoid Aggressive Driving

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

Examples of Aggressive Driving include:

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

5. Weather

a) Driving in the Rain

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

b) Driving in the Fog

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

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

c) Headlight Requirement

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

6. Driving at Night

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

The National Safety Council recommends the following:

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

7. Impaired Driving

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

a) San Mateo County Drug Free Workplace Policy

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

8. Parking Lots

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

9. Redwood City Government Center Parking Garage

([See Appendix G](#))

(1) Speed Limit

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

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

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

(3) Pulling Forward into Parking Spaces

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

(4) Headlights

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

(5) Pedestrian Traffic

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

(6) Stop at Stop Signs

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

10. Gates and Overpasses

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

11. Rural Roads

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

12. Roadway Work Zones

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

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

13. Passenger Vans

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

B. Cell Phone Use Policy

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

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

C. Child Seat Policy

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

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

1. Child Passenger Restraint System Standards

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

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

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

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

(1) Step 1: Rear Facing Seats

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

(2) Step 2: Forward Facing Seats

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

(3) Step 3: Booster Seats

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

(4) Step 4: Seat Belt

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

3. Child Car Seat Inspections

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

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

9:00 AM to Noon

3121 Middlefield Road, Redwood City

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

(2) *Mondays at the North Coast Substation*

9:00 AM to Noon

500 California Avenue, Moss Beach

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

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

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

D. Use of Public Parking Spaces Policy

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

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

E. Bridge Toll Policy

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

F. Disabled Parking and Red Zones

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

G. Mileage Reimbursement Policy

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

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

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

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

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

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

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

H. Fuel Conservation

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

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

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

VII. Motor Vehicle Liability Self-Insurance Program

VII. County Motor Vehicle Self-Insurance Program

A. County Vehicle Insurance Coverage

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

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

B. Personal Vehicle Coverage

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

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

VIII. Motor Vehicle Accidents and Reporting

VIII. Motor Vehicle Accidents and Reporting

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

Between 2002-2007, on average:

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

The most common causes of accidents are:

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

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

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

A. When to Report a Vehicle Accident

1. Accident in a County-Owned Vehicle

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

Vehicle accidents may involve the following contributing factors:

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

2. Accident in a Personal-Owned Vehicle

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

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

B. Accident Reporting Kit

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

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

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

C. Procedure In Case of Breakdown of County Vehicles

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

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

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

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

D. What To Do Immediately Following a Vehicle Accident

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

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

E. When to Involve Law Enforcement

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

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

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

F. Commercial Drivers Involved in a Vehicle Accident

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

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

G. Self-Insurance Requirements

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

IX. Violations and Employee Discipline

IX. Violations and Employee Discipline

A. Policy for Investigating Violations and Complaints

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

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

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

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

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

B. Public Complaints

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

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

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

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

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

D. Processing Vehicle Violations

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

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

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

Vehicle and Equipment Services will then:

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

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

X. Driver Training

X. Driver Training

A. Driver Education

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

B. Defensive Vehicle Driving Course

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

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

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

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

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

C. 1:1 Defensive Vehicle Driving Training

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

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

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

XI. Appendices

XI. Appendices

Appendix A – County Driving Privileges



SAN MATEO COUNTY COUNTY MANAGER'S OFFICE

Date: April 18, 2006

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

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

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

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

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

L:\cno\John L. Maltbie\cnemos-letters\2006\Driving Privileges.doc

Appendix B – Smoking Control Policy for County-Owned Vehicles



ADMINISTRATIVE MEMORANDUM COUNTY OF SAN MATEO

NUMBER: B-24

DATE: November 14, 2001

SUBJECT: Smoking Control Policy for County-Owned Vehicles

RESPONSIBLE DEPARTMENT: County Manager's Office

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

Purpose/Intent

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

Background

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

Policy

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

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Appendix C – Application for Authorization to Drive for County Business



County of San Mateo
Human Resources Department

APPLICATION FOR AUTHORIZATION TO DRIVE FOR COUNTY BUSINESS

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

Driver Name: _____
Last First Middle

Social Security Number: _____ - _____ - _____

Date of Birth: _____ / _____ / _____

CA Driver License Number: _____

Department / Division: _____

Job Title: _____

Permanent ☐ Extra Help ☐ Other ☐
Volunteer ☐ Intern ☐ _____

Supervisor: _____ Date: _____
(Print and Signature)

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

Risk Management to Complete and Return to Department for Employee's Personnel File	
☐ Approved	Date: _____ Signature: _____
☐ Not Approved	Reason: _____

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

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

EXECUTED AT: CITY		COUNTY	STATE
DATE	SIGNATURE OF EMPLOYEE X		

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

EXECUTED AT: CITY		COUNTY	STATE
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE		
	X		

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

DO NOT RETURN THIS FORM TO DMV.

Appendix E – Pre-Use Vehicle Inspection Checklist



County of San Mateo
Human Resources Department

PRE-USE VEHICLE INSPECTION CHECKLIST

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

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

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

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



**ADMINISTRATIVE MEMORANDUM
COUNTY OF SAN MATEO**

NUMBER: D-5

SUBJECT: Use of Cars for County Business

RESPONSIBLE DEPARTMENT: General Services

APPROVED: _____

John L. Maltbie, County Manager

DATE: August 2, 1993

Use of County Cars

County cars may not be used to conduct personal business.

Seat Belts

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

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

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

Accident Reporting

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

Use of Private Vehicles

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

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

Administrative Memorandum Number: D-5

PAGE: 2

Overnight Assignment of County Vehicles

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

1. Continuous On-Call Status

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

2. Special Equipment

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

3. Work Location

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

4. Vehicle Use Required During Other Than Working Hours

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

5. Guaranteed Ride Home

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

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

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

Appendix G – Safety-Parking Garage

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

February 28, 2005

To: All Employees of Redwood City Campus

From: John L. Maltbie, County Manager

Subject: Safety – Parking Garage

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

Speed Limit

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

Spaces Identified as "Compact" at the Corners

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

Pulling Forward into Parking Spaces

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

Headlights

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

Pedestrian Traffic

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

Stop at Stop Signs

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

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

Thank you.

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



ADMINISTRATIVE MEMORANDUM COUNTY OF SAN MATEO

NUMBER: B-19

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

RESPONSIBLE DEPARTMENT: County Manager's Office

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

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

Guidelines for Compliance with County Policy

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

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

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

Appendix I – Child Passenger Safety

Child Passenger Safety

A PARENT'S PRIMER

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

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

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

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

REAR-FACING SEATS



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

FORWARD-FACING SEATS



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

BOOSTER SEATS



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

SEAT BELTS



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

Get Help!

ON THE WEB

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

BY PHONE

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

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

NEAR YOU

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

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

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



Appendix J – Use of Public Parking Spaces



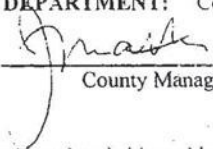
ADMINISTRATIVE MEMORANDUM

COUNTY OF SAN MATEO

NUMBER: B-7

SUBJECT: Use of Public Parking Spaces

RESPONSIBLE DEPARTMENT: County Manager

APPROVED: 
County Manager

DATE: August 28, 1998

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

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

Appendix K – Motor Vehicle Accident Report – PAGE 1

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

(CONTINUE ON REVERSE)

CLAIM NUMBER

Appendix K – Motor Vehicle Accident Report – PAGE 2

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

ACCIDENT DIAGRAM			Number County vehicle as 1, other vehicle(s) as 2, 3, etc. Show pedestrian by Show direction of travel as follows: Before accident After accident Give names or numbers of street or roads

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

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

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

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

- I.** Policy applies to any County employee who drives on County business, either in their own car or a County car.

- II.** Criteria for reviewing violations and investigating complaints:

- A. Liability exposure
- B. Seriousness of the offense
- C. Number of offenses
- D. Frequency of offenses

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

- III.** After the review or investigation, Risk Management may:

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

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

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

The Appeals Review Board will consist of three members:

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

This board will meet at the request of the employee.

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

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

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

Date:

To:

From: County Safety Officer

Subject: Your County Driving Privileges

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

_____.

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

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

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

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

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

DATE:

TO: Name of Employee
Position Title, Department

FROM: County Safety Officer

SUBJECT: Letter of Warning - County Driving Privileges

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

[or]

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

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

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

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

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

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

*****Revocation/Suspension Letter**

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

Date:

To:

From: County Safety Officer

Subject:

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

(or)

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

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

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

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

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

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

Appendix M – Processing Vehicle Violations – PAGE 1

Department of Public Works
Road Services Division
Vehicle and Equipment Services

Processing Vehicle Violations

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

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

II. Vehicle and Equipment Services:

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

Appendix M – Processing Vehicle Violations – PAGE 2

Department of Public Works
Road Services Division
Vehicle and Equipment Services

Notice of Vehicle Violation

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

Attached is a:

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

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

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

cc: Risk Management