



SAN MATEO COUNTY HEALTH

BEHAVIORAL HEALTH & RECOVERY SERVICES

REQUEST FOR PROPOSALS FOR Third Party Administrator for Community Care Expansion (CCE) Preservation Funds RFP # BHRS-2023-003

RFP SCHEDULE AND GENERAL INFORMATION

Solicitation Number	BHRS-2023-003
Number of contracts expected to be awarded	1
Estimated Value or Range per contract	\$500,000
Funding Sources	<input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	37 months
Options to Renew	Option to renew for an additional 30 months is included pending program evaluation, availability of funding, and division approval.
Authorized Contact Person/Title	Kim Lorica , Management Analyst
Authorized Contact Person E-mail	KLorica@smcgov.org
E-mail Address <i>(for general communications & protests)</i>	KLorica@smcgov.org
RFP Released	August 31, 2023
Deadline for Questions, Comments and Exceptions	September 19, 2023
Proposers' Conference date and time	September 19, 2023, 11:00am – 12:00pm PST Teams Meeting ID: 239 539 965 678 Passcode: 5kfjct Or call in (audio only) +1 628-212-0105,,363306800# United States, San Francisco Phone Conference ID: 363 306 800# Please RSVP to KLorica@smcgov.org no later than September 15, 2023 if you plan to attend and to receive a meeting invite emailed directly to you.
Release date for Final Questions & Answers	September 25, 2023
Proposal Due Date and Time	October 3, 2023, 4:00pm PST
Interviews – if necessary*	TBD
Submission to County Board for approval*	December 2023
Anticipated Contract Award Date*	December 2023

*Dates are subject to change

STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this Request for Proposal (RFP) seeks to identify qualified contractors to administer Community Care Expansion (CCE) Preservation funds on behalf of San Mateo County Behavioral Health and Recovery Services (BHRS) and San Mateo County Department of Housing (DOH), including an application and award process, and management of operational subsidies and capital improvement projects and associated contracts, including financial training and construction management, in accordance with the California Department of Social Services (CDSS) approved CCE Preservation Program: OSP & CP County Implementation Plan for the County of San Mateo. CCE Preservation is a program of the CDSS which makes funding available to counties for the preservation of licensed residential and senior care facilities serving applicants and recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The target start date and term for the proposed contracted services is December 1, 2023 through December 31, 2026, with a potential extension through June 30, 2029, subject to negotiation of a final agreement.

BACKGROUND

San Mateo County Behavioral Health and Recovery Services (BHRS) provides services for residents who are on Medi-Cal or are uninsured, including children, youth, families, adults and older adults, for the prevention, early intervention, and treatment of mental illness and/or substance use conditions. We are committed to supporting treatment of the whole person to achieve wellness and recovery, and promoting the physical and behavioral health of individuals, families and communities we serve. We strive to provide integrated and culturally sensitive services by mental health clinicians, psychiatrists, alcohol and drug counselors, peers, family partners and other professionals through county clinics, community agencies and a private provider network.

BHRS has adopted a vision, mission and values that were developed out of a dialogue involving consumers, family members, community members, staff and providers sharing their hopes for the BHRS Division. The members of the BHRS community agree to support the Vision, Mission and Values, and to strive to demonstrate our commitment to these concepts within our individual and collective responsibilities.

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APPENDICES AND ATTACHMENTS:

- Appendix A – Minimum Qualifications Checklist
- Appendix B – Budget Worksheet

ENCLOSURES

- Enclosure 1 - Standard Terms and Conditions, Sample Agreement
- Enclosure 2 - Standard Agreement Administrative Requirements
- Enclosure 3 - Living Wage Ordinance
- Enclosure 4 - HIPAA Requirements
- Enclosure 5 - NOT USED
- Enclosure 6 - NOT USED
- Enclosure 7 - Fingerprinting certification if applicable
- Enclosure 8 - Chapters 2.84 and 2.85 if applicable
- Enclosure 9 - NOT USED
- Enclosure 10 – Attachment I – 504 Compliance

SECTION I - BACKGROUND ON THE CCE PRESERVATION PROGRAM

Overview

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities (ARFs) and Residential Care Facilities for the Elderly (RCFEs)) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. Statewide, the CCE program provides a total of \$805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of \$195 million Statewide is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the “prioritized population” of qualified residents who are experiencing or at risk of homelessness (WIC sections 18999.97(c)(1) and (2)).

CCE funding opportunities are designed to address the following State of California priorities:

- Invest in behavioral health and community care options that advance racial equity.
- Seek geographic equity of behavioral health and community care options.
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth.
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization.
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement.
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy.
- Leverage county and Medi-Cal investments to support ongoing sustainability.
- Leverage the historic state investments in housing and homelessness.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** Funds for operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits.
- **Capital Projects (CP):** Capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards.

Need for CCE Preservation Funding in San Mateo County

San Mateo County leadership have been concerned about the declining number of Adult Residential Facilities (ARF) and Residential Care Facilities for the Elderly (RCFE) beds in the county that serve adults and older adults. In 2006 there were 8,279 beds in the combined category. In 2019 there were only 6,042, a decline of more than 25%. Of additional concern has been the limited number of these facilities that are willing to care for the target population with behavioral health issues. In 2016, BHRS contracted with 14 small ARFs and 9 RCFEs that would accept referrals of adults and older adults with behavioral health issues. By July 2022 this number had declined to only 5 contracted RCFEs that would accept these referrals. One RCFE ended its contract in June 2022. Reasons for the decline include the aging of the operators and the cost of running a board and care facility in a high-cost county such as San Mateo County. Currently there are 65 contracted RCFE beds for BHRS clients. A recent inventory found that there were 26 individuals referred for placement into an RCFE but only six open beds among the existing facilities. Referred individuals must remain in higher levels of care or in an emergency shelter for people experiencing homelessness until a bed opens up. If the individual needs a placement quickly and cannot wait, they are referred to facilities outside the county. Currently there are 189 individuals from San Mateo County placed in out of county ARFs or RCFEs, 29 of whom are over age 60.

San Mateo County's CCE Preservation Funding

San Mateo County applied for CCE Preservation Funding in January 2023 and received an award in April 2023. The awarded funds consist of:

- \$1,749,837 for the Operations Subsidy Program (OSP)
- \$2,315,729 for the Capital Project Program (CP)

The total award is \$4,065,566.

The California Department of Social Services has approved the CCE Preservation Program: OSP & CP Funds County Implementation Plan for the County of San Mateo.

The San Mateo County Department of Housing (DOH) is the local entity that will receive the funds and hold responsibility for management of the award. San Mateo BHRS is responsible for operational oversight of the funding, in collaboration with DOH.

DOH and BHRS will jointly establish a local application process for CCE funding (both OSP and CP). The potential applicant pool will consist of existing Board and Care providers in the community, including those who are already contracted BHRS providers and those who are not currently under contract with BHRS.

Funds used for the purpose of OSPs must be obligated no later than June 30, 2027, and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024, and liquidated no later than December 31, 2026.

SECTION II - SCOPE OF WORK AND SPECIAL PROVISIONS

Summary

BHRS seeks a contractor with familiarity with the operation and rehabilitation of Board and Care facilities, application and award processes, contract negotiation and management, finance education, and construction management, to provide third-party administrator services for the CCE Preservation funding under the direction of DOH and BHRS, and in conformance with the County Implementation Plan.

The selected contractor will be responsible for the following scope of work:

Outreach and Application Technical Assistance Support

- Conduct outreach to potential applicants for CCE preservation funding. BHRS will be responsible for holding informational meetings, developing and distributing information materials, and hosting bidder's conferences. The selected contractor will support BHRS in the development of materials, making presentations at meetings, and answering questions from potential applicants.
- Work collaboratively with DOH and BHRS to develop a Request for Proposals and application process that is appropriate to the pool of eligible applicants, many of whom are small "mom and pop" board and care operators. Application components and information required will be streamlined to the maximum extent possible, while still collecting all information needed to evaluate whether applications meet funding program requirements. Applicants will require significant assistance in completing and submitting an application.
- Work collaboratively with DOH and BHRS to provide a range of TA to potential applicants, including webinars, written materials and 1:1 TA calls.

Administration of OSP Funding

- Hold primary responsibility for evaluating applications for OSP funding, including assessment of:
 - Whether applicants are at-risk of closing their facility or selling their property if they do not receive OSP funding; including review and analysis of income and expense figures, staffing ratios, and other information;
 - The effectiveness of any actions the applicant has taken to address their financial situation;
 - The length of time the provider has been operating, ownership of their facility and the available value of the facility if owned, the number of

qualified residents served over time; the level of debt-to-income ratio; and the value of any liquid assets.

- Making determinations about how much OSP funding the applicant qualifies for, based on information such as number of qualified residents served, number of beds that would be lost if an award is not made; and the impact of the award, particularly as it relates to communities of lower socio-economic status, communities of color or underserved or unserved communities.
- Upon award of OSP funds, the contractor will negotiate and manage a contract with each applicant that is between the applicant and the County, determine technical assistance needs of the awardee and provide direct guidance to improve financial management practices, including updating or establishing financial policies and procedures, recommending or requiring training courses and monitoring successful completion, and engaging professional financial services to strengthen the financial worthiness of the awardee.
- Review quarterly progress reports and annual financial reports from grantees to ensure project finances are trending well. Determine whether there are any concerns or red flags that could result in a suspension of dispersing funds, and monitoring of the resolution to assure the grantee has effectively addressed the root cause.

Administration of CP Funding

- Work with each awardee to negotiate and manage a contract between the awardee and the County, match the project to a pool of County contracted general contractors, and manage the project.
- Work with each grantee and contractor to develop a scope of work, timeline and budget for the improvements.
- Ensure compliance with codes and standards, assure proper permits are secured and fees are paid as well as inspections completed.
- Disperse funds directly to the contractor.
- Monitor compliance with each project scope of work and validate that the contractor is following the scope of work prior to dispersing funds.
- Review required data and reporting to ensure it conforms to the County and funding source requirements.

The third-party administrator shall audit invoices received and verify that the work represented in the invoice has been successfully completed and proof that the work undertaken was properly permitted by the local jurisdiction.

Length of Agreement

The anticipated duration of the agreement will be for 37 months with the term tentatively to begin December 1, 2023, and end December 31, 2026. There may be an option to renew for additional 30 months through June 30, 2029, pending program evaluation, availability of funding, and DOH and BHRS approval.

Funding

San Mateo County applied for CCE Preservation Funding in January 2023 and received an award in April 2023. The awarded funds consist of:

- \$1,749,837 for the Operations Subsidy Program (OSP)
- \$2,315,729 for the Capital Project Program (CP)

The total award is \$4,065,566, which is comprised of State general funds and State Fiscal Recovery Funds established by the American Rescue Plan Act of 2021. The Capital Project funds require a match, so those funds will also consist of 10% of local Mental Health Services Act funds and in-kind match.

SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

Minimum Qualifications

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require an interview, a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section III.3.4 Evaluation Criteria. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

Minimum Requirements

- (1) Proposal was submitted on time
- (2) Proposal is signed by an authorized person
- (3) Board or governing body authorization letter was included granting permission to submit the proposal
- (4) Staffing structure and qualifications are included
- (5) Proposal followed the requested format
- (6) Stated compliance with County RFP and contractual requirements
- (7) References were included
- (8) Budget
- (9) The proposer is legally authorized to do business in the State of California

Program Specific Requirements

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

A. Qualifications and Organizational Capacity:

Provide a statement of qualifications for your organization, including a description of services currently provided by your organization.

Indicate how many full-time employees (FTEs) do you plan to assign to this project. Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. Include the résumés of key dedicated service staff, and the full-time project manager.

All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.

If portions of work will be performed by subcontractors, names of proposed subcontractors other than suppliers and descriptions of their respective responsibilities.

Provide an Organizational Chart

B. Experience

Statement of history and experience providing services similar to those requested by this RFP, your experience delivering services in the identified service area, and/or your experience working with the target population.

The number of years providing services similar to those described in this RFP.

The number of years providing services to government entities.

Describe your experience working the target population. What have been the challenges and how have you addressed them

C. Philosophy and Implementation Plan

Indicate your approach to meeting the services in this RFP including planning for absences and back-up coverage, training and monitoring of staff, background checks, and any resources that will be leveraged by your agency (location, staff, subject matter expertise, consultation, other funding, etc.).

List any items or services you cannot provide.

Provide a detailed implementation plan including start-up activities and all relevant timelines.

D. Quality/Program Evaluation

Must include Critical Incident Management

Indicate your experience supporting program evaluations; what additional metrics or tools can you provide to allow the County to assess service provision and program impact.

E. Budget

Provide a detailed narrative explanation for all costs associated with the provisions of the requested services.

Include a budget that supports the narrative explanation. A budget template is provided (see Appendix 1). Respondents can create their own budget worksheet if they include all the elements that are included in Appendix 1.

Include any start-up costs, if any.

F. Claims and/or Violations

Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

Include claims or violations in which the health and well-being of our clients was compromised, if there was a misappropriation of funds, if there was fraud of any kind, or if there was a claim/violation in regards to an illegal activity. In addition, include any claims or violations that involve the services indicated in the RFP. Please go back 5 years in your report of claims or violations, and explain how you respond or address claims or violations when they are made.

List any violations that resulted in claims or legal judgments against you or your agency, especially any of the following:

- 1) Current licensure restriction, censure or revocation;
- 2) Health Insurance Portability and Accountability Act (HIPAA) violation;
- 3) Non-discrimination claims against you/your organization;
- 4) Claims/violations which compromised the health and well-being of our clients;
- 5) Claims/violations regarding an illegal act;
- 6) Misappropriations of funds;
- 7) Fraud of any kind.

G. Statement of Compliance with County RFP and contractual requirements

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) The County Living Wage Ordinance
- 8) All other provisions of the standard contract

REFERENCES

Provide at least three references from successfully completed projects of similar nature to those described in this solicitation. Include the name of the organization for which work was performed; and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure

that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following evaluation criteria:

- (1) Combined 75% on the following sections:
 - (a) Qualifications and Experience of Proposer
 - i. Experience doing similar services and serving the community;
 - ii. Experience serving target population;
 - iii. Staff qualification show experience with related services and population to be served.
 - iv. Apparent understanding of the scope of services to be provided;
 - v. Appropriateness of the proposed solution/services;
 - vi. Service model meets the RFP objectives;
 - vii. Resumes of key staff included and show experience with services and/or target population;
 - viii. Proposer demonstrates involvement with diverse groups (such as LGBTQ, immigrant youth, etc.)
 - ix. Service complaint plan and resolution;
 - x. Any complaints or violations received.
 - (b) References
- (2) 25% - Price
 - (a) Detailed explanation of service costs is included;
 - (b) Budget includes other funding if required;
 - (c) Most recent audit for proposer was included;
 - (d) Is the budget over or under the stated amount in the RFP.

SECTION IV - INSTRUCTIONS FOR PROPOSERS

PRE-SUBMITTAL ACTIVITIES

H. Registration

- (1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:
<https://www.publicpurchase.com/gems/register/vendor/register>
- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:
http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

I. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, by the Deadline for Questions, Comments and Exceptions to the designated questions field associated with this RFP at the Public Purchase site. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for changes
If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.
- (2) Request for Substitution of Specified Equipment, Material, or Process
 - (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

J. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

K. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase or as outlined in the evaluation process or protest procedures.
- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

L. Pre-proposal conference and site visits

All interested parties are invited to participate in a non-mandatory informational session that will be held as follows:

September 19, 2023, 11:00 AM – 12:00 PM :

Teams Meeting ID: 239 539 965 678

Passcode: 5kfJct

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 628-212-0105 #s](#) United States, San Francisco

Phone Conference ID: 363 306 800#

During the Proposer Information Conference, the County will distribute responses to questions (Q&A) received prior to the Conference and may respond to additional questions received during the Conference. The County may also choose to provide additional information following the Conference if needed. The final Q&A will be posted on Public Purchase.

SECTION V - PROPOSAL CONTENT REQUIREMENTS

Proposal Format

Number all pages of the proposal. Label and order each section as follows:

Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted. Identify the name, title and contact information for the person authorized to represent the organization during the RFP process and contract negotiations.

Board, or governing body, authorization letter granting permission to the authorized person to submit the proposal.

Table of Contents, listing all major topics and their respective page numbers.

Proposal Sections, divided by tabs, the content shall be in the following order:

- (a) Qualifications and Experience
- (b) Complaint Plan and Resolution Process
- (c) Claims and/or Violations
- (d) Cost to the County – Budget
- (e) References
- (f) Statement of Compliance with County RFP and contractual requirements

Exceptions to the solicitation, or to the final revised solicitation, if any

Supplementary Documents, as requested

Proposal Content

Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.

Address each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.

If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.

If applicable, specify any needs for physical space or equipment that the County must provide during the engagement.

Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

Minimum Qualifications, using County forms if provided.

Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.

Financial Documents.

Samples, drawings, illustrations and related items.

Attachments, certifications, and forms, executed as applicable.

Budget Proposal

A form and/or template may be provided for the Budget Proposal, include all cost and pricing data. Respondents may use their own form or template, as long as the required budget information is included.

Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.

Include prices for start-up, the base period of service and if applicable, for each additional year including option years.

PROPOSAL SUBMISSION

Document Style

Proposals in response to this RFP should be typewritten or prepared on a computer and have consecutively numbered pages. Proposals will be in Arial 12-point font, 1" margins, and 1.15 line spacing. The entire proposal should not exceed 20 pages, not including attachments, exhibits or charts.

Submit proposals as directed below.

(1) **Electronic Submissions**

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

(2) **Conflicts between Certain Requirements**

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information,

or cannot be opened for any reason. The County may waive minor irregularities but such waiver will not modify any remaining RFP requirements.

PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

M. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

N. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms, or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

O. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

CONTRACT AWARD

P. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

Q. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

R. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

S. Protest Eligibility, Format, and Address

Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.

The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.

Submit protests to the BHRS Management Analyst, Kim Lorica, at KLorica@smcgov.org or via hard copy to: Kim Lorica, Management Analyst, San Mateo County Behavioral Health & Recovery Services, 2000 Alameda de las Pulgas, Suite 280, San Mateo, CA 94403.

T. Protest Deadlines

Submit protests with any supplemental materials by October 2, 2023, 4:00 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 4:00 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.

- (1) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (2) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

U. Protest Contents

The letter of protest must be addressed to the Chief of Health. The letter of protest must include all of the following elements:

- (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.

Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

V. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

W. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

PUBLIC RECORDS

X. General

All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.

Any contract arising from this RFP will be a public record.

Submission of any materials in response to this RFP constitutes:

- (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
- (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
- (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

Y. Confidential Information

The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.

If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the

proposer agrees to indemnify and hold the County harmless for release of any information requested.

Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 7924.51.

INSURANCE

Provide evidence of insurance for each of the checked categories

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability If transportation or driving is part of the contracted service	\$1,000,000 - per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation one or more employees	As required by the State of California
<input type="checkbox"/>	Employers' Liability one or more employees	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions) Drs. Lawyers, mechanics.	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability Contracts dealing with data, Networks, Software and hardware, website designers and data storage.	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence Contractors using chemicals or equipment that has hazardous fumes
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

SPECIAL INSURANCE REQUIREMENTS

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or

in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

If a Contractor handles and retains client funds, regardless if requested to do so through this solicitation or not, the following insurance is required:

Surety Bond

Contractors that are entrusted with the care and/or control of client cash resources are required to retain and show proof of a bond issued by a surety company. The amount of the surety bond need only be enough to cover the aggregate amount of client cash held by the contractor.

Appendix A – Minimum Qualifications Checklist

Complete this form and attach it to your agency's Proposal

I, **Insert Name**, am a **Insert Title** at **Insert Agency** and am authorized to execute this Certification on its behalf.

Minimum Qualifications

Proposals will be accepted only from agencies that meet the following required qualifications. Please check box if your agency meets these qualifications:

- Minimum of three (3) years of experience in providing community-based behavioral health services, which may include prevention, early intervention, treatment, and/or recovery services as relevant to the INN project(s) for which the agency is applying.
- Minimum of three (3) years of experience providing culturally responsive services to communities from diverse backgrounds.
- Demonstrated language ability and/or capacity to provide services to the population(s) to be served.

Required Registration

Please check box to indicate your agency is registered with the System for Award Management (SAM).

- Proposer is required to be in good standing with <https://sam.gov/SAM/>
 1. Registered as **Business Name**
 2. DUNS No. **Business Number**:

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature: _____

Date: Click or tap to enter a date.

Appendix B: Budget Worksheet

San Mateo County Behavioral Health and Recovery Services Budget Worksheet					Yr. 1	Yr 2	Yr 3
A. Direct Expenditures							
1. Personnel Expenditures							
a. Employee Salary – list all employees							
i. Executive Director, salary, % of time							
ii. Employee 1, title, salary, % of time							
iii. Employee 2, title, salary, % of time							
iv. Employee 3, title, salary, % of time							
b. Subtotal of all salaries							
c. Employee Benefits							
i. Part time benefits							
ii. Full time benefits							
iii. Subtotal of benefits							
d. Subtotal Personnel Expenditures							
2. Operating Expenditures							
a. Rent							
b. Utilities							
c. Administrative Expense							
i. General Office Supplies (paper, toner, postage, etc.)							
ii. Janitorial							
iii. Staff development (training, conferences, meetings)							
iv. Insurance							
v. Equipment maintenance							
vi. Other - describe							
d. Telephone, cell phones, fax, voicemail							
e. Web/internet (if applicable)							
f. Other operating expenses – describe in budget narrative							
g. Subtotal Operating Expenditures							
3. Total Direct Expenditures							
4. Indirect Expenditures (15%)							
a. Human Resources							
b. Finance							
c. Information Technology							
d. Legal							
e. Other -describe							
C. Revenues – if applicable					Yr. 1	Yr. 2	Yr. 3
a. Grants							
b. Donations							
c. Other Revenue							
Total Revenues							
D. Start-Up Costs (describe in budget narrative)							
a.							
b.							
c.							
d. Subtotal One-Time Start-Up Costs						N/A	N/A
E. Total Proposed Budget							

ENCLOSURE 1

Please review the standard County agreement below and indicate in your proposal if you are willing to comply with the contract requirements

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], 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 [Enter information here].

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*

Attachment I—§ 504 Compliance *(Delete this if not needed)*

Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

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 DOLLARS (\$___). 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, 2016 through June 30, 2017.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. Intellectual Property Indemnification *(You may delete entire IP Indemnification section if not relevant – County Counsel review is not required if section is deleted)*

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

You may delete (b) or (c) text if those insurance types are not relevant to your contract – County Counsel review is not required if one or both of those lines are deleted. However, if you are unsure about insurance requirements for your contract – call Risk Management before your contract is executed)

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. *(This paragraph may be deleted without County Counsel Review if not relevant to this agreement)*

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. 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. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)*

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or

Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses *(If the contractor is not required to obtain a license, permit or approval from any other entity in order to perform the work/services under this agreement then you may delete this section without County Counsel review)*

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

[CONTRACTOR NAME]

Date: _____

ENCLOSURE 2 – STANDARD ADMINISTRATIVE REQUIREMENTS

Enclosure 2 is the standard contract language for San Mateo County which shall be used for contracts for the services provided through this RFP. Applicants will be deemed to have agreed to each clause unless the proposal identifies an objection, sets forth the basis for the objection, and provides substitute language to make the clause acceptable to the applicant. Such objections and substitute language must be submitted with the proposal.

- A. CalOMS Prevention Data Collection and Reporting (AOD only)
1. Contractor shall ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards by requiring all users to participate in CalOMS PV trainings prior to inputting data into the system.
 2. Contractor shall enter planning, services/activities, and evaluation data into the DHCS web-based Outcomes Measurement System for Prevention (CalOMS Pv) by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month. Data shall include the Community-Based Partnership's implementation activities and be in accordance with the requirements of the AOD Provider Handbook. Contractor shall also comply with the CalOMS Pv Data Quality Standards (Document #1T.)
 3. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The service cost for the CalOMS Pv Duration of Services Report will not exceed THREE HUNDRED DOLLARS (\$300) per hour. The link to the Web-based CalOMS Prevention data system is:
<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
 4. Contractor shall communicate with BHRS AOD staff CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.
 5. BHRS AOD Analyst will review CalOMS Pv data entry on a quarterly basis to ensure activities are reflective of the Partnership's Work Plan goals and objectives, and to ensure that data meets the CalOMS Pv Data Quality Standards. Failure to adequately complete and/or document approved Work Plan activities in CalOMS Pv may result in a corrective action plan and/or withholding of payment.
 6. Contractor shall submit an annual progress report on Work Plan goals and objectives no later than August 15th for the previous fiscal year.

B. Contractor shall read and be knowledgeable of the compliance principles contained in the BHRIS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

C. 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 (BHRIS) 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. BHRIS 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. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

3. 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 BHRIS Quality Management within twenty-four (24) hours

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training
Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

4. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

5. Ineligible Employees (PROVIDERS WITH EMPLOYEES)

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: <http://exclusions.oig.hhs.gov/>.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>.

Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

6. 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>.

7. Fingerprint Compliance

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

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 a waiver 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.

D. Cultural Competency

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

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 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. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those

languages, the contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated..
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

I. Payment

1. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed DOLLARS (\$___).

2. Rates

Subject to specific rates of services as agreed upon with provider and itemized per year of contract term.

J. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.

1. Contractor will provide the deliverables described in the approved Work Plan in the Major Activities column, and by the date listed in the Completion Date column.

2. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments.
 3. If it is determined that the Contractor has not met the Major Activities deliverables by the required Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.
- K. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- L. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- M. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions. **BOARD LEVEL ONLY**
- N. 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.
- O. In the event this Agreement is terminated prior to June 30, XXXX, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- P. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be

late submissions and may be subject to a delay in payment. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables including CalOMS Pv data submission requirements. **AOD ONLY** Invoices and reports are to be sent to:

AOD:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
310 Harbor Blvd., Bldg. E
Belmont, CA 94002

ALL OTHER CONTRACTS:

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

Q. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

R. County May Withhold

Contractor shall provide all pertinent documentation requested by County. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS. Contractor shall meet at least quarterly with the BHRS AOD Analyst, to review the Work Plan, documentation, and billing reports and to take appropriate corrective action, as needed, to resolve any discrepancies.

S. Inadequate Performance

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

of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

T. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County. I understand that payment for these services may be from Federal and/or State funds, and that any falsification, or concealment of a material fact may be prosecuted under Federal and/or State laws.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ENCLOSURE 3

NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE

On November 1, 2016, the Board of Supervisors of the County of San Mateo adopted an Ordinance establishing a five-year living wage pilot program for service contracts entered into by the County. All contractors and subcontractors providing services under a County contract are subject to the Living Wage Ordinance (LWO). All Full-time, part-time, temporary, and permanent employees are covered under the LWO. Contracts entered into prior to January 1, 2017, are not subject to LWO. Compliance with the LWO will be voluntary for new contracts entered into between January 1, 2017, and March 31, 2017, inclusive. Contracts entered into on or after April 1, 2017, must comply with the LWO.

Enforcement of the LWO will be accomplished through oversight by the County, which retains the right to conduct random audits; through employee grievance rights; and through the legal process, if necessary. The County will set a single point of contact for employees to report LWO non-compliance by employers.

The purpose of these requirements contributes to the Shared Vision 2025 outcomes of a Prosperous and Livable Community by setting living wage rates for County service contracts. All efforts made to comply with these requirements are greatly appreciated.

Further details on all aspects of the LWO are included in the attached LWO.

Sincerely,

Behavioral Health & Recovery Services Contracting Department

ORDINANCE NO. .

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

* * * * *

**ORDINANCE ADDING CHAPTER 2.88 OF TITLE 2 OF THE SAN MATEO COUNTY
ORDINANCE CODE ENACTING A LIVING WAGE ORDINANCE PILOT PROGRAM**

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

SECTION 1. Chapter 2.88, “Living Wage Ordinance Pilot Program,” consisting of Sections 2.88.010 through 2.88.090 is hereby added to Title 2 of the San Mateo County Ordinance Code and shall read as follows:

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

- (a) The current Federal minimum wage is seven dollars and twenty-five cents (\$7.25) per hour, and the California minimum wage is ten dollars (\$10.00) per hour;
- (b) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in these national and state minimum wage standards;
- (c) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (d) The use of San Mateo County funds to promote a living wage will improve the quality of services to the County and the public by ensuring contractors have access to qualified employees and are able to retain qualified employees, and it will improve the quality of life for residents of the County and employees of County contractors;
- (e) A policy requiring payment of a living wage is consistent with other San Mateo County programs designed to meet the employment and economic development needs of lower-income workers;
- (f) This Board does, accordingly, find and declare a need for the Living Wage ordinance to determine the effects of a living wage requirement for contracts issued by San Mateo County.

2.88.020 Definitions

- (a) **“Contract Awarding Authority”** means the Board of Supervisors or the head of the department or agency authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (b) **“Contractor”** means a party that enters into a Covered Contract with the County.
Contractor does not mean:
1. Government entities, including cities, counties, and state agencies.
- (c) **“County”** means the County of San Mateo.
- (d) **“Covered Contract”** means a legal agreement between the County and a Contractor for the provision of Services entered into on or after April 1, 2017.
1. Where one entity has multiple contracts with the County, only those contracts that are Covered Contracts are subject to this chapter.
 2. Legal agreements for the exclusive use of real property owned by the County, including, without limitation, any lease, concession, franchise, or easement agreement, are not Covered Contracts.
- (e) **“Covered Contract Amendment”** means the amendment of a contract on or after January 1, 2017, that:
1. Voluntarily subjects the contract to the requirements of this Chapter;
 2. Increases the contract price more than \$25,000; or
 3. Extends the contract term.
- Covered Contract Amendments are subject to the requirements of this Chapter.
- (f) **“Covered Employee”** means any employee permanently or temporarily employed by a Contractor or Subcontractor to provide Services under a Covered Contract. Covered Employee does not mean:
1. Any person providing services to earn academic credit;
 2. Any person providing uncompensated volunteer services;
 3. Any person working toward state licensure or professional accreditation sanctioned by a public entity or a recognized licensure agency;
 4. Any person working as an election day worker;
 5. Any disabled person covered by a current sub-minimum wage certificate issued to the Contractor or Subcontractor by the United States Department of Labor, or any person who would be covered by such certificate but for the fact the Contractor or Subcontractor is paying a wage equal to or higher than the minimum wage;

6. Any person employed to provide In-Home Supportive Services;
 7. The County Manager's Office shall have discretion to exclude certain additional categories of employees from the definition of Covered Employee when in the best interest of the County to do so.
- (g) **"CPI-U"** means the consumer price index for urban consumers for the San Francisco-Oakland-San Jose metropolitan statistical area, as determined by the United States Department of Labor, Bureau of Labor Statistics.
- (h) **"Enhancement"** means a payment from the County to eligible Nonprofit Organizations that amend existing contracts to comply with the Living Wage Ordinance. An Enhancement shall be a percentage of a Covered Contractor's total contract price, as specified by this Chapter, and shall be paid annually until the contract ends or the not-to-exceed amount is amended.
- (i) **"Living Wage"** means the wage rate specified by this chapter.
- (j) **"Nonprofit Organization"** refers to a nonprofit corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign corporation) in good standing under the laws of the State of California, which corporation has established and maintains a valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section.
- (k) **"Reserve"** means funds maintained by the County to pay for approved Enhancement appeals.
- (l) **"Services"** mean any professional, technical, or non-technical services specified in a legal agreement with the County. Services do not include the provision of goods, products, information technology programs and systems, chattels, or real estate.
- (m) **"Sole Source"** means only one entity has been identified as capable of providing and willing to provide the services sought by the County.
- (n) **"Subcontractor"** means a party, other than an Employee, that agrees to assist a Contractor in providing Services under a Covered Contract.
- (o) **"Wage"** means a Covered Employee's hourly wage or hourly wage equivalent. For a full-time employee, hourly wage equivalent is determined by dividing two weeks of salary by eighty (80).

2.88.030 Covered Contract Requirements and Certification

Every Covered Contract or Covered Contract Amendment shall provide as follows:

- (a) Contractors and Subcontractors providing Services to the County shall pay Covered Employees no less than the Living Wage.
- (b) Failure of a Contractor or Subcontractor to comply with the foregoing requirement shall constitute a material breach of the terms of the Covered Contract.
- (c) If the Contractor or Subcontractor fails to cure such breach within thirty (30) days after receiving written notice from the County, the County shall have the right to pursue any rights or remedies available under the terms of the Covered Contract or under applicable law.
- (d) Contractor shall include a certification in the Covered Contract or Covered Contract Amendment stating Contractor and all of its Subcontractors are and will remain in full compliance with the requirements of the Living Wage ordinance. The certification shall be in substantially the following language:

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 ("LWO"), 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 Program.
- (e) During the term of a Covered Contract, the Contractor or Subcontractor shall maintain documentation demonstrating every Covered Employee is being paid the Living Wage while providing Services pursuant to the Covered Contract. Such documentation must be retained for at least two (2) years following completion or termination of the Covered Contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the Covered Contract.
- (f) The County may conduct audits of Contractors and Subcontractors to ensure compliance with this Ordinance. For purposes of this Ordinance, audits shall be:
 - 1. Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 - 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 - 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.

- (h) Contractor shall promptly notify the Contract Awarding Authority of any Subcontractors performing Services and shall certify to the Contract Awarding Authority that Subcontractors have been notified of obligations under this chapter.
- (i) Contractor shall keep itself informed of the current Living Wage and must provide written notice to Covered Employees of the current Living Wage Rate. The notice shall specify the Living Wage and state that Covered Employees have grievance rights if they believe a Contractor or Subcontractor is failing to comply with the Living Wage Ordinance. Contractors and Subcontractors must provide such notice in writing to all Covered Employees, in all languages necessary to reasonably ensure all Covered Employees receive effective written notice pursuant to Section 2.88.030. A copy of such notice must be submitted to the Contract Awarding Authority in the manner directed by the Contract Awarding Authority.
- (j) Nothing in this section shall be construed to interfere with the authority of the County to investigate any report of an alleged breach of contract.

2.88.040 Living Wage Rate

The Living Wage shall be set and adjusted according to the following schedule.

Effective Date	San Mateo County Living Wage
January 1, 2017	\$14.00
July 1, 2017	\$15.00
January 1, 2018	
July 1, 2018	\$16.00
January 1, 2019	
July 1, 2019	\$17.00
January 1, 2020	
July 1, 2020	+CPI-U
January 1, 2021	
July 1, 2021	+CPI-U

- (a) After a wage of seventeen dollars (\$17.00) per hour is reached, the Living Wage shall increase annually at the same rate as the CPI-U for San Francisco-Oakland-San Jose then in effect.
- (b) A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

2.88.050 Exclusions and Exemptions from Covered Contracts

- (a) The term Covered Contract shall exclude:
 - 1. Contracts for “public works” as defined under California Labor Code Sections 1720 and 1720.2 and subject to the payment of prevailing wages under the California Labor Code.
 - 2. Any agreement in which the County serves only as a fiscal agent and the contract is a 100% pass-through of state or federal funds.
- (b) The Contract Awarding Authority may exempt from the requirements of this Chapter 2.88, an agreement that would otherwise be a Covered Contract, when it is in the best interest of the County to do so, including for the following reasons:
 - 1. Upon review and approval of an exemption request by the Contractor or Subcontractor. Exemption requests are to be submitted by the Contractor or Subcontractor to the Contract Awarding Authority;
 - 2. A contract amendment or award of a contract is necessary to respond to an emergency;
 - 3. The Contractor is a Sole Source;
 - 4. No contractors willing or able to comply with the Living Wage Ordinance are capable of providing services that respond to the County’s requirements;
 - 5. Compliance with the Living Wage Ordinance would be inconsistent with the terms of a grant, subvention, or agreement with a public agency; or
 - 6. The County is purchasing services through a cooperative or joint purchasing agreement.

2.88.060 Employee Remedies

- (a) This chapter shall not be construed to limit a Covered Employee’s rights to bring any legal action for violation of the Covered Employee’s rights under this chapter or any other applicable law. A Covered Employee may bring an action against a Contractor or Subcontractor in the courts of the State of California for damages caused by a Contractor’s or Subcontractor’s violation of this chapter. The Court shall award reasonable attorneys’ fees and costs to an employee who prevails in any such action.
- (b) This chapter does not authorize an award of costs, expenses, or attorney’s fees against the County.
- (c) This chapter does not confer any rights upon any party other than the Board of Supervisors or its designees to bring an action seeking the cancellation or suspension of a County contract.

- (d) Covered Employee Complaint Process: In addition to judicial remedies available to Covered Employees, individuals may submit a complaint regarding alleged violations of the Living Wage Ordinance by submitting a completed complaint form, including copies of all documents supporting the allegation, to the Purchasing and Procurement Division of the County Human Resources Department. The County shall provide complaint forms in English and Spanish.

2.88.070 Employer Retaliation Prohibited

Contractors and Subcontractors shall not discharge, reduce compensation to, or otherwise retaliate against any employee for:

- (a) Complaining to the County with regard to the Contractor's or Subcontractor's compliance or anticipated compliance with this Chapter;
- (b) Opposing any practice proscribed by this Chapter;
- (c) Participating in proceedings related to this Chapter; or
- (d) Seeking to assert or enforce any rights under this Chapter by lawful means.

2.88.080 Termination, Suspension, or Extension of the Living Wage Ordinance

- (a) The Living Wage Ordinance shall expire on December 31, 2021.
- (b) The Board of Supervisors may extend or permanently enact the Living Wage Ordinance after conducting a duly-noticed public hearing.
- (c) The Board of Supervisors may suspend the Living Wage Ordinance if it determines it is in the best interests of the County for reasons including, but not limited to, suspension by the State of California of the statewide minimum wage phase-in process.

2.88.090 Powers and duties of the County Manager

The County Manager's Office shall have the authority to:

- (a) Adopt policies and procedures to effectively implement this Chapter;
- (b) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter including but not limited to:
 - 1. Disqualification of the Contractors or Subcontractors from bidding on or being awarded a County contract for a period of up to five (5) years;
 - 2. Contractual and civil remedies, including but not limited to termination of contract.
- (c) Allow for remedial action after a finding of noncompliance, as specified by rule; and
- (d) Perform such other duties as may be required or necessary to implement the purposes of this chapter.

SECTION 2. SEVERABILITY. If any provision(s) of this ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of the ordinance and that those remaining provisions continue in effect.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective on January 1, 2017.

* * * * *

ENCLOSURE 4
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 section 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. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **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).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **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, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

OBLIGATIONS AND ACTIVITES OF CONTRACTOR

- a. Contractor 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. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor 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.
- g. If Contractor has protected health information in a designated record set, Contractor 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.
- h. Contractor 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 Contractor on behalf of, County available to the County, or at the request of the County to 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.
- i. Contractor 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.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, 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.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's

request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this Schedule, Contractor 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 Contractor 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 Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor 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, Contractor 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 Contractor maintains such Protection Health Information.

MISCELLANEOUS

- a. Regulatory References. A reference in this Schedule to a section in the 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 Contractor 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 Contractor

ENCLOSURE 7 – 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).

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

Date

Enclosure 8. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

The following lists the text of Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029> . Anyone responding to the Request for Proposals is provided is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party's obligation to obtain the current version of these ordinances.

Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

For the purposes of this chapter:

Sections:

2.84.010 - Definitions.

(a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.

2.84.020 - Discrimination in the provision of benefits prohibited.

(b) "Contractor" means a party who enters into a contract with the County.

2.84.030 - Application of chapter.

(c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

(d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the

2.84.010 - Definitions.

state in which the employee is a resident.

- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular

benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. 4324, 08/15/06)

2.84.040 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
2. Contractual remedies, including, but not limited to termination of contract, and
3. Liquidated damages in the amount of \$2,500;

(d) Examine contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of noncompliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.84.050 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

**Chapter 2.85 - CONTRACTOR
EMPLOYEE JURY SERVICE**

Sections:

2.85.010 - Definitions.

**2.85.020 - Contractor jury
service policy.**

**2.85.030 - Powers and duties of
the County Manager.**

2.85.040 - Date of application.

2.85.010 - Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.

(c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.

(d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

(e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

(Ord. 4324, 08/15/06)

**2.85.020 - Contractor jury service
policy.**

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the

contractor deduct from the employees' regular pay the fees received for jury service.

(b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

(c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement.

(d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.

(e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.

(f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

(Ord. 4324, 08/15/06)

2.85.030 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San

Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
2. Contractual remedies, including, but not limited to termination of contract.

(d) Impose other appropriate contractual sanctions for violations of this chapter;

(e) Allow for remedial action after a finding of noncompliance;

(f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.85.040 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

Enclosure 10. Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Please review this document and state in proposal if you will comply with Section 504 requirements.

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

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

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

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*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."