

SAN MATEO COUNTY HEALTH SYSTEM



**REQUEST FOR PROPOSALS
FOR
PRENATAL TO THREE PROGRAM
COMMUNITY WORKER SERVICES**

Proposals must be submitted by
Friday, March 9, 2012, 4:00p.m. PST, to

San Mateo County
Family Health Services Division
2000 Alameda de las Pulgas, Suite 200
San Mateo, California 94403
Attention: Rachelle Salvana

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Family Health Services Division
2000 Alameda de las Pulgas, Suite 200
San Mateo, California 94403
Attention: Rachelle Salvana

This Request for Proposals (RFP) is not a commitment or contract of any kind. San Mateo County ("County") reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed. The County reserves the right to reject any and all proposals. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County.

General Provisions Regarding Public Nature of Proposals. Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Record Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

Proposer's Rights regarding Confidentiality of Proposals. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the County receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of its proposal is confidential and notifies the County of such in writing, the County may, as a courtesy, attempt to notify the Proposer of any request for the proposal. However, it would be the sole responsibility of that proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The Proposer understands that the County is not responsible under any circumstances for any harm caused by production of a confidential proposal.

County's Rights Regarding Confidentiality of Proposals. To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retains the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

I. INTRODUCTION

- A. The County welcomes proposals from all qualified community based service providers. The County may, in its sole discretion, enter into contracts with multiple qualified providers. Community-based organizations may apply to provide all or a portion of the services outlined in this RFP.
- B. Purpose
The Prenatal to Three (Pre-3) Program is seeking to contract with provider(s) for community worker. Four community workers will provide services for low to moderate risk clients and five will provide services within the Behavioral Health Team.
- C. Background
Pre-3 currently contracts for community worker services for families that are enrolled in the program. These activities have been essential in providing needed linkages of families to the services and resources they need, as well as providing collaborative activities with the agencies they represent.
- D. Qualified Providers
The County welcomes proposals from all qualified community based organizations.
- E. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences, technical discussions, or communications of any kind with any applicant for purposes of responding to this RFP. Any attempt by an applicant, or agent thereof, to contact County personnel or a member of the Proposal Review Committee regarding the proposal process may be considered tampering and may result in the applicant being disqualified from entering into any contract that may result from this RFP.
- F. The County may modify the RFP prior to the fixed date for submission of proposals by issuance of an addendum to all parties who have received the RFP.

II. SCOPE OF WORK AND SPECIFICATIONS

- A. Program Description
The mission of Pre-3 is to join with families to promote the healthy growth and development of young children from 0-5. Pre-3's goals are to build parenting capacity and confidence, to facilitate early identification of medical and developmental problems, and to provide a seamless system of referral for the prenatal to five population. Key program components

include home visiting, parent support groups and education classes, and community-based committee and liaison work. There is a multi-disciplinary approach to staffing that includes public health nurses, social workers, nutritionists, therapists and community workers. The community workers work closely with families to provide essential linkages to health care, child care, housing, domestic violence resources, mental health services, to name a few. They work to help families understand and reduce barriers to seeking health care and other services. They enhance the programs capacity to provide cultural competence and linguistic access.

- B. The services to be delivered are described in Attachment A: Scope of Work.
- C. The proposer must be able to agree to all of the terms of the County form contract included as Attachment B and be able to complete the County declaration form included as Attachment C. If the proposer cannot agree to each term but still wishes to respond to the RFP, the proposer must specifically identify in its proposal the terms, with which it cannot comply.
- D. **Population to be Served**
The target population of Pre-3 includes low income pregnant and parenting families of children 0-5 in San Mateo County. The community workers will assist families that are enrolled in Pre-3 Family Health Services and Pre-3 Behavioral Health and Recovery Services and those attending parenting groups and classes offered at Pre-3.
- E. **Admission and Discharge Process**
Community worker assignments will be determined by the appropriate Pre-3 program supervisor.
- F. **Staffing**
The contractor is will be expected to hire staff capable of working with a culturally diverse population and may include hiring of staff who speaks a language that is reflective of the community being served.
- G. Proposers must agree to administer/use any and all survey instruments as directed by the County, including outcomes and satisfaction measurement instruments.
- H. **Contract Term and Renewal Language**
The contract is anticipated to run from July 1, 2012, through June 30, 2013, with an option to renew for two (2) additional years.
- I. **Funding Allocations**

The maximum amount available for this contract for each full-time community worker during fiscal year 2012-2013 (July 1-June 30) will be \$67,296.

III. PROPOSAL CONTENTS

- A. To be eligible for evaluation, proposers shall adhere strictly to the format set forth below. Each of the required sections identified must be addressed and must be specifically labeled.

The content and sequence of the proposal will be as follows:

Section	Title
1	Cover Letter
2	Table of Contents
3	Program Summary
4	Financial Summary
5	History
6	Proof of Insurance
7	References
8	Board Authorization

Items 1 through 8 below contain brief descriptions of material that must be included in this proposal.

1. Cover Letter: Proposer shall identify the company's name that will be providing the services offered in the proposal. The name, address, telephone number, facsimile number and e-mail address of a principal contact for information regarding the proposal shall be supplied.
2. Table of Contents: Immediately following the Cover Letter, provide a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal sections and the applicable page numbers.
3. Program Summary:
 - a. Service Description - Describe the type of services you would provide to Pre-3 for community worker consistent with Attachment A. As part of contract negotiations, the selected applicant(s) will work with the Family Health Services to develop specific outcome measures based on these parameters.

- b. Staffing – Describe how your agency would effectively supply community worker and provide administrative support. Describe how recruitment and retention of staff would be addressed. Identify the person who will be overseeing the services and provide the level of education, background and experience that this person has.
- c. Work Plan and Timelines - Describe work plan, including timeline for the implementation of services. Demonstrate the capacity to implement the program by July 1, 2012.
- d. Cultural Competence - Describe how your agency/program will ensure cultural competence. This may include culturally relevant program features; staffing objectives that reflect cultural and linguistic diversity and education materials (as applicable) that value the cultural diversity of San Mateo County.
- e. Interagency Coordination - Describe how your agency/program will ensure effective interagency coordination.
- f. Organizational Background - Describe the agency's history, mission, programs, and services it provides; administrative structure; and experience in providing similar services and working with families who might be eligible for Pre-3 services. With the history include length of time in business, and any experience working with public agencies. Describe the strengths the agency brings to Pre-3 that will assist in the development of services to families and how this program will fit into your overall organization. Attach an organizational chart.
- g. Describe start-up requirements and the lead-time necessary to begin providing services.

4. Financial Summary

Prepare a narrative of how this program will be staffed and financed. Provide a budget related to providing the community worker services, including personnel, operating and other relevant expenditures and revenue categories. Include information on any other sources that will fund the proposed program.

5. Proof of Insurance

Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional, and worker's compensation.

6. References

Include five references recently familiar with the quality and reliability of the proposer's work. Include the name, mailing address, contact person and phone number for each reference.

7. Board Authorization

Include a letter from the agency's Board of Directors, if any, or other documentation authorizing submission of this proposal and giving signature authority to the signer of the proposal.

B. Proposal Format

Proposals may be submitted in paper format or via email. Emailed proposals must meet all of the formatting and page length requirements of paper submission when printed.

1. Paper submissions

- a. All proposals should be typewritten in twelve point font; have consecutively numbered pages; include any exhibits, charts, or other attachments; and be securely bound. No facsimiled or telephone proposals will be accepted. The Program Summary shall be no longer than three (3) pages in length.
- b. Proposal must be signed by the proposer. An unsigned proposal may be rejected. A proposal may be signed by any authorized agency representative of the applicant as described in paragraph III.7.
- c. Submit one (1) original and five (5) copies of the complete proposal and one (1) electronic copy on a CD.
- d. Submit the original proposal and all copies, including the CD, in a sealed package clearly indicating the title of this RFP in the upper left hand corner. Include name and address of the proposer.

2. Emailed Submissions

Proposals may be submitted via email. Proposals must be submitted as an attachment to an email message using either Microsoft Word® or Adobe PDF®. Attachments may be submitted using Microsoft Excel®, as appropriate. The required signature page must be submitted showing an actual signature representation, and may also be submitted separately via fax.

3. Proposals, whether paper format or emailed, must be received by Friday, March 9, 2012 by 4:00 p.m.

a. Address or deliver paper proposals to:

San Mateo County
Family Health Services Division
2000 Alameda de las Pulgas, Suite 200
San Mateo, California 94403.
Attention: Rachelle Salvana

b. Address emailed proposals to:

rsalvana@smcgov.org

Fax number: (650) 578-8939

(Note: fax is for signature page only)

IV. PROPOSAL PROCESS

A. Schedule of Events

EVENT	DATE
Release of RFP	February 6, 2012
Deadline for Written Questions	February 20, 2012
Release Responses to Written Questions	February 27, 2012
Proposal Due Date and Time	March 9, 2012 by 5pm
Review of Proposals	March 12-16, 2012
Announcement of Recommendation by (Division) Director	March 21, 2012
Protest Deadline	March 28, 2012
Contract Negotiations	April 2012
Anticipated Contract Start Date	July 1, 2012

B. Submittal of Questions

Proposers requiring clarification of the intent or content of this RFP, or of the competitive proposal process, may request clarification by submitting written questions no later than February 20, 2012 to:

San Mateo County
Family Health Services Division
2000 Alameda de las Pulgas, Suite 200
San Mateo, California 94403
Attention: Rachelle Salvana
Facsimile: (650) 578-8939
E-Mail: rsalvana@smcgov.org

Written questions are preferred to be received via e-mail. The County shall respond to all written questions and will e-mail questions and responses to parties who register with Rachelle Salvana via email at rsalvana@smcgov.org. The County is responsible only for what is expressly stated in this RFP and any authorized written addenda thereto. The County is not responsible for and shall not be bound by any non-authorized person acting or purporting to act on its behalf.

C. Submission of Proposal

1. All proposals submitted in response to this RFP shall become the exclusive property of San Mateo County.
2. The proposal shall be used to determine the proposer's ability to render the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined at the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful contractor, if any.
3. All proposals must remain valid for a period of not less than one hundred twenty (120) days from the closing date for submission.

V. PROPOSAL SELECTION PROCESS AND EVALUATION

A. Final Filing Date

4:00 P.M. on Friday, March 9, 2012.

B. Additional Information

If the County determines, in its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the proposer(s), County shall invite the proposer(s) to make oral and/or written presentations to the Evaluation Committee.

C. Late Proposals

Any proposals delivered after 4 p.m. on March 9, 2012 may be rejected by the County as not meeting the requirements of this RFP.

D. Rejection of Proposals

1. The County may reject any proposals not meeting the minimum requirements of this RFP.
2. The County reserves the right to reject any and all proposals.

3. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County. The County's waiver of an immaterial requirement shall not excuse the proposer from full compliance with remaining requirements and the contents of its proposal in the event it is awarded the contract.

E. Evaluation Committee

The evaluation of proposals will be made by an Evaluation Committee selected by the Director of Family Health Services and approved by the Health System Chief. The Evaluation Committee will evaluate proposals and the qualifications of proposers submitting proposals. The evaluation criteria that the Evaluation Committee will use shall include those listed in Section V., PROPOSAL SELECTION PROCESS AND EVALUATION; paragraph F, Evaluation Criteria. The Evaluation Committee will submit to the Director of Family Health Services the results of the committee's evaluation together with the committee's recommendations. The Director of Family Health Services will recommend a proposal and applicant to the Health System Chief who shall give final approval to enter into contract negotiations.

F. Evaluation Criteria

1. History and Structure of Proposer
 - a. Personnel: How strong is the agency leadership experience with the target population to be served by the program? How long have key personnel been involved in similar work? Do key staff have experience with providing program needs?
 - b. Experience: How long has the proposer been involved in providing these programs? Does the agency have expertise in serving special populations e.g. ethnic/linguistic, dual diagnosed individuals, prenatal to three? What is the proposer's track record in contract compliance, including accounting and record-keeping requirements? In implementing new projects? Does the proposer have history of successfully managing contracts with public or private agencies?
2. Philosophy/Service Model
 - a. Is there is a clearly articulated understanding of and commitment to the intent of the programs as described in the RFP including purpose, scope, population to be served, major design elements, and effective organizational structure?

- b. Does the proposer demonstrate that it has a track record of positive community collaboration and does it currently have good relationships in San Mateo County?

3. Staffing Patterns and Operations/Cultural Competency/Facilities

- a. Is there sufficient administrative support to community worker(s) or sufficient staffing to provide child care referral services?
- b. Is training and supervision sufficient to provide services?
- c. Is the agency's plan for providing culturally competent services consistent with the principles described in the RFP?
- d. Does the agency offer multi-lingual capability? Are there other areas of particular strength in serving culturally diverse populations?

4. Implementation Plan/Timeline

- a. Does the proposal provide enough specificity to support detailed implementation?
- b. Does the proposal address the challenges of recruiting and hiring staff in a feasible manner?

5. Budget

- a. Are budget justifications, including administrative costs, reasonable?
- b. Are there sufficient revenues to meet expenses?

6. References

G. Errors or Changes in the Proposal

If errors are found in a proposal, the County may reject the proposal; however, the County may, in its sole discretion, correct arithmetic and/or transposition errors. The proposer will be informed of the errors and corrections.

If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the proposer will provide the item at no cost. If this is a significant item, the proposer will be notified.

Clarification of and changes in proposals prior to contract award are permissible provided that each proposer is treated fairly and equally.

H. Low Bid

The County reserves the right to accept other than the lowest price when the best interests of the County are served by doing so.

I. Local Preference

The County reserves the right to give preference to a San Mateo County based vendor if deemed in the best interest of the County.

J. Notification

Notification of the announcement of standing will be done by facsimile transmission and by e-mail. Please include both your email address and fax number in your proposal. The County reserves the right to elevate other companies based on its needs, the level of the cooperation displayed by the proposer, including negotiation of contract terms at any time and without prior notice.

K. Inability to Negotiate a Contract

After a proposer has been recommended by the Evaluation Committee and selected by the Director of Family Health Services and approved by the Health System Chief, the County and such proposer will negotiate a contract for submission to the County's Board of Supervisors (or Purchasing Agent for agreement under \$100,001) for consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, in its sole discretion, begin contract negotiations with one or more than one of the remaining proposers. The County may contract with more than one proposer if County determines, in its sole judgment, that more than one contractor is preferred to provide the specified services.

L. Protest Process

A proposer may submit a written protest to the Health System Chief. Such written protest must be submitted within five (5) days after receipt of the Notification informing the proposer that their proposal was not selected. **The protest must be in writing.**

The Health System Chief or her designee will respond to the protest within ten (10) working days of receipt of the written protest. The Health System Chief or her designee may establish a meeting with the proposer in order to discuss the protest. The decision of the Health System Chief or her designee is final.

Attachment A: Scope of Work

Community Worker Practice Standards

Standards vary depending upon team, e.g., high-risk teams carry smaller case loads.

QUALITY OF WORK

- Participates in a six- to eight-week orientation to the Pre-3 program upon hiring, including completion of the Individual Level Touchpoints training.
- Maintains accurate and up-to-date charting according to Pre-3 policies and guidelines. Content of charting/documentation reflects accurately case management activities including health care linkages, health promotion activities, normal growth and development, referrals and linkages to resources, agencies/programs, and advocacy.
- Attends quality assurance review meetings and participates in individual level, as well as program level quality assurance activities as required.
- Meets with Supervisor (Senior Public Health Nurse, Social Work Supervisor, Mental Health Supervisor) – hereafter, Supervisor – monthly or more often to review caseload, documentation requirements, and case management best practices.

QUANTITY OF WORK

- Provides home-based contact to families; visits link families to available services and are focused on family support, parenting, and health education.
- Assesses family concerns/needs and develops a service plan to meet the identified goals.
- Maintains average of 20 face-to-face encounters per week
- Maintains an average of 30-40 cases (with at least 50% first time mothers). .
- Maintains direct service (including home visits, office visits, case management activities) and liaison work to 85% of time.
- Engages in case management activities that promote raising healthy children utilizing a *Touchpoints* philosophy within the community and clientele served.
- Utilizes available tools to support families to learn about child development such as the Ages and Stages Questionnaire-3, and Ages and Stages Questionnaire – Social Emotional (ASQ-SE) screening.
- Acts as a bridge between Pre-3, the provider, and the community served.
- Notifies Public Health Nurse or other team members for health assessment or consultation per Pre-3 program guidelines.
- Responds to referrals (either through client contact or back to the referral agency) within two weeks of receipt.
- Coordinates *Touchpoints* groups or facilitates parenting classes, in agreement with Supervisor and Parenting Class Coordinator.

ADAPTABILITY

- Develops knowledge for the community and region served utilizing a culturally sensitive approach.
- Performs with safety considerations.

- Participates in multidisciplinary groups.
- Performs under regular supervision of Senior Public Health Nurse, Social Work Supervisor, or Mental Health Supervisor, as designated.
- Provides outreach to eligible families.
- Reports to home agency office when County offices are closed due to holiday or other closures

WORK HABITS

- Observes work rules.
- Responds to pager or identified cell phone during work hours.
- Reports to County office on time on daily basis or advises Supervisor of plans for day.
- Negotiates attendance and work hours during hiring process and notifies Supervisor of changes
- Notifies Supervisor of absences/illness.
- Utilizes personal vehicle for work-related activities; use of County vehicles is prohibited.

PERSONAL RELATIONS

- Works independently and as part of a multidisciplinary team, as needed.
- Receives constructive criticism well.
- Recognizes the value of multidisciplinary teamwork.
- Attends and participates in team meetings related to case issues and program policies.
- Develops ongoing relationships with clients utilizing a low-key, non-intrusive, strength-based *Touchpoints* approach.
- Develops an ability to help families reduce barriers to seeking health care and other services.

Attachment B: Contract Boilerplate

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

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and [Contractor name here], hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Contractor's FY 2007-08 Budget

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

4.

Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year] through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5.

Availability of Funds

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

6.

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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7.

Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. *Assignability and Subcontracting*

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. *Insurance*

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. *Compliance with laws; payment of Permits/Licenses*

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. *Non-Discrimination and Other Requirements*

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. **Compliance with Equal Benefits Ordinance.** *With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an*

employee with a spouse.

F.

The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. *Compliance with Contractor Employee Jury Service Ordinance*

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and 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.

13.

Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14.

Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15.

Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16.

Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Family Health Services Division
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403
Attention: Rachelle Salvana

In the case of Contractor, to:

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title