

Application Information Document



Attendant Care Services for Aging & Adult Services

County of San Mateo Health System

Release Date: July 1, 2017

Responses must be reviewed when received
and when there is a need to add additional
providers for services

APPLICATION INFORMATION DOCUMENT
FOR
Attendant Care Services for Aging & Adult Services

Interested vendors must submit required information to
mtong@smcgov.org

PROPOSALS WILL BE REVIEWED WHEN RECEIVED AND WHEN THERE IS A NEED TO ADD ADDITIONAL PROVIDERS FOR SERVICES

Note regarding the Public Records Act:

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this is a public record in its entirety. Also, all information submitted in response to this is itself a public record **without exception**. Submission of any materials in response to this constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this application seeks provider(s) of the Attendant Care Services for Aging & Adult Services. The target start date and term for the proposed services is subject to negotiation of a final agreement.

B. BACKGROUND

Aging and Adult Services (AAS): San Mateo County AAS is a division of the San Mateo County Health System. The Division provides a wide range of services to assist seniors, people with disabilities and dependent adults to live as safely and independently as possible in the community, as well as services associated with administering the estates of deceased persons for whom there is no one able or willing to serve as a private administrator. With regard to services to seniors, AAS's overall goal is to develop an integrated long-term supportive services system for older adults and adults with disabilities that is person centered and responsive to the individual needs of older adults and adults with disabilities, focused on coordinated home and community based services to maintain individuals in community settings and flexible in its use of resources while reducing administrative duplication, complexity and fragmentation. The Division provides direct services which include centralized intake and referral; assessment and consultation; protective and supportive services and case management. The two main programs this contract will support and their descriptions are below:

San Mateo County Public Guardian/Conservatorship Program: Deputy Public Guardians/Conservators (DPGs) coordinate the care, including the arrangement of placement and treatment, and manage the income and assets of frail elderly and gravely disabled persons under the jurisdiction of the Public Guardian as appointed by the Superior Court. The DPG arranges for the person's care and protection and coordinates services to meet ongoing needs such as health care, meals, personal care and housekeeping.

San Mateo County MSSP Program: Multipurpose Senior Services Program (MSSP) provides social and health care management to people 18 years of age and older who are eligible for Medi-Cal and at risk for nursing home placement. MSSP provides individualized services and supports to the disabled adults and their families that enable the participants to remain in their homes as well as to prevent premature placement in a nursing facility.

San Mateo County Adult Protective Services Program: The APS program is designated to investigate situations where vulnerable seniors and vulnerable adults

have been subjected to-or are at risk of-abuse, neglect or exploitation. APS social workers investigate abuse reports in order to ensure the safety of the person at risk and work with the individual to develop an appropriate service plan. Where there is concern that the person is unable to manage his or her own affairs safely, an investigation into the need for a conservatorship may be conducted.

C. THE APPLICATION/PROPOSAL PROCESS

This application seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County of San Mateo seeks by way of this application to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

The sale of real property services to be provided are listed on but not limited to the Attachment 1: Description of Services found in Section VI.

Populations served: The services provided are primarily for clients of Aging & Adult Services.

B. LENGTH OF AGREEMENT

The anticipated duration of any agreements resulting from this Application will be for 1 year terms. At the discretion of the County, agreements resulting from this Application may lead to successive agreements after the initial 1-year term.

C. FUNDING

Funds for services in this proposal may include local, State, and Federal funds received by Aging & Adult Services as well as direct payment from client accounts.

D. ADDITIONAL REQUIREMENTS/CONSIDERATIONS

Minimum Qualifications: AAS will only consider proposals from proposers who meet the following minimum requirements:

- a. Have the appropriate training, license, and certification required to perform the services to the County; and
- b. Staffed with the ability to respond to service requests if given 24 hour notice and also in emergency situations with less than 24 hours' notice; and
- c. Have the capacity to service all geographic areas throughout San Mateo County including the coast-side, if requested.

Monitoring Requirements: Contract awardees will be monitored at least annually by AAS staff. Specific areas of business/performance will be addressed during contract negotiations.

Elder Abuse: Contractor's staff is required to adhere to the state defined mandate regarding the prompt reporting of all suspected cases of abuse or neglect of elders and dependent adults to AAS.

Confidentiality: The confidentiality of all clients shall be protected. No client-related information shall be released by the Contractor without the written consent of AAS. All Contractors are required to be compliant with guidelines set forth in the Health Insurance Portability and Accountability Act.

SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire document and all enclosures before preparing your proposal.

Proposal Costs. Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

Proposal Becomes County Property. The document and all materials submitted in response to this document will become the property of the County.

Questions and Responses Process. Submit all questions relating to this proposal to Moony Tong at mtong@smcgov.org.

Applications will be reviewed when received and when there is a need to add additional providers for services.

If changes to the documents are warranted, they will be posted to AAS' website. It is the responsibility of each proposer to check the website for changes and/or clarifications to the proposal prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications. No alteration or variation of the terms of this document is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the document, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the document prior to the date fixed for submission, the proposer

shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to this document will be posted to AAS' website as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this document, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the AAS website for updates regarding the document if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Provider(s). The selection of a provider will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors if contract is greater than \$100,000, otherwise signed by a County designee and the Contractor.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the documents or excuse the proposer from full compliance with any eventual contract.

Once a provider is selected, and if the Agreement with that provider exceeds \$100,000, it must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected provider unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors or its delegated representative.

Equal Benefits. 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.

Jury Duty. The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. See Section 13, Compliance with County Employee Jury Service Ordinance, in the Standard Contract Template

enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

Living Wage. Unless subject to a specific exemption under the Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is 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. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts. Please see Chapter 2.88 of the San Mateo County Ordinance Code, a copy of which is attached to this document, to determine whether your contract is covered by the Ordinance or is exempt.

If the contract is exempt from the Ordinance OR if the proposer has no covered employees under the Ordinance, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) the contract is exempt from the Ordinance or it has no covered employees and (2) it will comply with the Ordinance with respect to any future qualifying employees.

Insurance. The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete Proposals May be Rejected. If a proposer fails to satisfy any of the requirements identified in this document, the proposer may be considered non-responsive and the proposal may be rejected.

Contact With County Employees. As of the **issuance date of this document and continuing until the final date for submission of proposals**, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this document except as otherwise permitted by this document. Any proposer found to be acting in any way contrary to this

directive may be disqualified from entering into any contract that may result from this document.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the document or related issues, either orally or by written communication, unless invited to do so.

Travel Costs. If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses (“LM&I Expenses”) is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term ‘CONUS’); airline and car rental travel expenses (“Air & Car Expenses”) are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses (“Other Expenses”) such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

Miscellaneous. This document is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this document. The County reserves the right to reject any and all proposals and/or terminate the proposal process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this document is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this proposal when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

SECTION IV – APPLICATION/PROPOSALS PROCEDURE

This section describes the general Application procedure used by the County, and the remaining sections of this Application list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE
Proposal Deadline	Rolling
Review of Proposals ⁽¹⁾	TBD – applications are expected to be reviewed semiannually or at the discretion of the County
Contract Negotiations Begin ⁽¹⁾	TBD/ As needed

(1) Dates are subject to change

B. SUBMISSION OF PROPOSALS

Provider/Service Provider Registration: Providers/service providers interested in responding to this application must register online with the County of San Mateo at www.publicpurchase.com. The County will not be held responsible or liable for registration errors.

Proposal: The proposal response will be submitted electronically via E-mail to Moony Tong at mtong@smcgov.org.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this document may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this proposal and to select a contractor, if any.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this Application are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this proposal is a public record in its entirety. Also, all information submitted in response to this proposal is itself a public record without exception. Submission of any materials in response to this proposal constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this proposal, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this proposal.

Submission of a proposal constitutes a complete waiver of any claims whatsoever 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 to be inspected.

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an 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 a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall proposal evaluation.

Responses to this proposal must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this proposal
- References
- Compliance with County proposal and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

E. PROPOSAL RECOMMENDATION

The Evaluation Committee will recommend a provider or may recommend that the proposal be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

F. NOTICE TO PROPOSERS

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

G. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within 10 business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be sent as follows:

Lisa Mancini,
Director, Aging and Adult Services
lmancini@smcgov.org

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. GENERAL INSTRUCTIONS

All proposals must be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.

Font must be Arial – 12 point.

All proposals must be formatted to print in black and white on 8.5 x 11 inch paper and must not exceed 15 pages (including cover letter) – only the first 15 pages of each submission will be considered for evaluation.

All proposals must adhere to the specified content and sequence of information described by this document. Please use attached application response template.

Submit one (1) complete electronic (PDF) version of your proposal and any required attachments as a single file to the County via e-mail to mtong@smcgov.org.

B. COVER LETTER

Provide a one page cover letter that includes the address, voice and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled. Please use the enclosed Application Response Template when preparing proposal cover letter.

C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE APPLICATION

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this Application but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV. Proposers are required to adhere to page limit guidelines and use the enclosed Application Response Template when preparing proposal.

D. TABBING OF SECTIONS

The following constitute the required tabbing of sections for each Application response. Please use the enclosed Application Response Template when preparing proposal.

TAB 1 Qualifications and Experience

TAB 2 Philosophy and Service Model

TAB 3 Customer Service

TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization

TAB 5 Quality/Program Evaluation

TAB 6 References

TAB 7 Statement of Compliance with County Contractual Requirements

TAB 8 Services and Cost

NOTE: The sample Standard Contract Template enclosed with this Application is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this Application.

SECTION VI – ENCLOSURES

Enclosure 1 Sample Standard Contract Template with Attachment H & I

Enclosure 2 Living Wage Ordinance

Enclosure 3 Attachment 1: Description of Services

Enclosure 4 Application Response Template