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| **HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)** |
| **PROGRAM STANDARDS AND WORKPLAN GUILDELINES** |
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| **Program Goal** |
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| It is the mission of HICAP to provide accurate and objective counseling, advocacy and assistance with Medicare, health insurance, managed care, long-term care and related health coverage plans for Medicare beneficiaries, their representatives or persons imminent of Medicare eligibility and to educate the public on Medicare and health care coverage issues. |
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| HICAP means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis [W&I §9541]. |
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| **Program Service Description** |
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| HICAP is a volunteer-supported program that provides clients with information and assistance related to Medicare and other health care coverage issues. Through its community education activities regarding long-term care and long-term care insurance, HICAP serves as an integral component of California’s community-based long-term care system. HICAP also assists and encourages individuals regardless of age to plan for possible future long-term care needs. |
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| State Health Insurance Assistance Program (SHIP) means a national program supported by the federal *list Administration for Community Living* (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the HICAP. This term may be used interchangeably with HICAP. |
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| Medicare Modernization Act **2005** (MMA) State Funds means the 2005 augmentation of HICAP State funds as defined in W&I 9757.5(h). |
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| HICAP is defined in State law, W&I Code section 9541. |

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| **Eligibility Specifics** | | | | | | |
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| Eligible Service Population means Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability and those persons imminent of Medicare eligibility [W&I §9541 (a) and (c)(2)], and the public at large who are eligible to receive HICAP community education services. [W&I §9541(c)(1), (c)(4)-(6)] | | | | | | |
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| Eligible Service Population for HICAP Legal Services means (a) Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I Code section 9541 (a) and (c)(2)]; and (b) the public at large for HICAP community education services [W&I Code section 9541, (c)(1),(4),(5), and (6)]. | | | | | | |
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| **Projected Annual Funding Available:** | | | | | | |
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| **OAA Federal and State HICAP Funding for HICAP - $311,098** | | | | | | |
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| **Primary HICAP Units of Service (FY 2016-17):** | | | | | | |
|  | | Estimated Number of Clients Counseled (Closed Intakes): 1,398 | | | | |
|  | | Estimated Number of Public and Media Events: 85 | | | | |
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| **Federal Performance Measures – Benchmarks (FY 2016-17)** as follows: | | | | | | |
|  | | Estimated Number of Contacts: 5,280 | | | | |
|  | | Estimated Number of Persons Reached at Public and Media Events: 5,658 | | | | |
|  | | Estimated Number of Beneficiaries with Medicare Due to Disability  Contacts: 346 | | | | |
|  | | Estimated Number of Contacts with Low Income Beneficiaries: 3,102 | | | | |
|  | | Estimated Number of Enrollment and Assistance Contacts: 4,757 | | | | |
|  | | Estimated Number of Part D Enrollment and Assistance Contacts: 1,932 | | | | |
|  | | Estimated Number of Counseling Assistance Hours in PSA: 2,532 | | | | |
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|  | | The targeted units of service indicated above are specified in the CDA HICAP State and Federal 2016-17 Performance Measures (CDA Program Memo PM\_10-06). | | | | |
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| **Program Definitions** | | | | | | |
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|  | **Community Education**: Provide interactive community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans. | | | | | |
|  | Unit of Service: One interactive presentation | | | | | |
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|  | **Counseling and Informal Advocacy:** Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans. | | | | | |
|  | Unit of Service: One hour | | | | | |
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|  | **Performance Measure:** A quantitative or qualitative measure to help assess program towards an outcome or a goal. | | | | | |
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|  | **Performance Target:** A quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median or within a certain quartile. | | | | | |
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| Program Service Requirements | | | | | | |
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| 1. | Notwithstanding the terms and conditions of the contracts, direct services contractors shall be responsible to: | | | | | |
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|  | a. | | | Ensure statutory provisions of the HICAP [W&I Code, §9541] are met. Services provided in accordance with all applicable laws regulations, and the HICAP Program Manual and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement; | | |
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|  | b. | | | Maintain and if applicable, distribute an up-to-date HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook. [W&I Code §9100 (c)(d); §9541 (b)(1) (2)]; | | |
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|  | c. | | | Provide timely notice to AAS of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes; | | |
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|  | d. | | | Submit the name of the HICAP Program Manager to the CDA and AAS within 30 days of initial employment; | | |
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|  | e. | | | Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long-Term Care Community Educators and General Community Educators [W&I Code, §9541(c)(7)]. New Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans; | | |
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|  | f. | | | Ensure that the standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays; | | |
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|  | g. | | | Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within two (2) business days; | | |
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|  | h. | | | Provide a written disclosure statement to counseling clients prior to counseling, as prescribed by the CDA in the HICAP Program Manual [W&I Code, §9541 (f)(4)]; | | |
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|  | i. | | | Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, and related health care plans, and insurance topics [W&I Code §9541(c)(1), (C)(4)-(6)]; | | |
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|  | j. | | | CDA and the County may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this agreement. CDA and the County may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support CDA in writing, whenever publicizing the work under this Agreement in any media; | | |
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|  | k. | | | Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual [W&I Code, §9541 (e)]; | | |
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|  | l. | | | Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency [W&I Code, Section 9541, (f)(7)]; | | |
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|  | m. | | | Maintain a program data collection and reporting system as specified in accordance to CDA / AAS Standards; | | |
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|  | n. | | | Meet the minimum performance requirement in the Service Unit Plan. Programs will be notified of the new measures requirements in a Program Memorandum; | | |
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|  | o. | | | Ensure the submission of program information and support documentation to the State HICAP Office, for the development of required reports. These include but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format required, in a timely manner, and at intervals as determined by the State HICAP office. | | |
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|  | p. | | | Contractor shall ensure that the program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with requires [W&I Code, §9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable. | | |
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|  | q. | | | Present educational activities supporting long-term care targeting the general public, employers, employee groups, senior organizations and other groups expressing interest in long-term care planning issues; | | |
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|  | r. | | | Provide media outreach/community education activities, to the extent possible, that would provide for announcements on television and in other media describing the limited nature of Medicare, the need for long-term care planning, the function of long-term care insurance and the availability of counseling and educational literature on those subjects; | | |
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|  | s. | | | Provide educational services emphasizing the importance of long-term care planning, promotion of self-reliance and independence and options for long-term care; | | |
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|  | t. | | | Provide for Information, Counseling and Assistance (ICA) as required to comply with all federal grant funding; | | |
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|  | u. | | | Maintain agency’s commitment to increased financial support to HICAP and allow HICAP staff to conduct fundraising efforts specifically for HICAP; and | | |
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|  | v. | | | Make referrals for legal representation and report the number of legal referrals to CDA and AAS. | | |
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| 2. | Contractor shall assure that the following condition are met: | | | | | |
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|  | a. | | | **Contributions.** No fees may be charged for services although contributions or donations may be requested. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income; | | |
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|  | b. | | | **Management Capacity.** Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the program at least 32 hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers; | | |
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|  | c. | | | **Program Manager Authority.** Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services; | | |
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|  | d. | | | **Registered Counselors.** Provide that all persons affiliated with the program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and HICAP Program Manual; | | |
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|  | e. | | | **Confidential Records.** All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality. Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Maintain confidential records until an audit has occurred and an audit resolution has been issued, unless a longer retention period is otherwise authorized in writing by the CDA’s Audit Branch or required by law. After that period of authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality; | | |
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|  | f. | | | Language will be included in all subcontracts requiring subcontractors to comply with all applicable State and federal laws; | | |
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|  | g. | | | Contractor will provide HICAP counseling, informal advocacy, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to W&I Code, Chapters 7 and 7.5, the HICAP Program Manual as issued by CDA, and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of the Agreement; | | |
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|  | h. | | | Data Reporting. Monthly, quarterly and annual reports of data including units of service, client counts, demographics and other data as required by AAS and/or the CDA will be expected to be completed and submitted in a timely manner on required forms; and | | |
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|  | i. | | | Program Changes. AAS shall be notified in writing and approve of (at least thirty (30) days in advance of implementation) any plan for change in the service resulting from the relocation of a facility, a route change or termination, reducing the number of service days and hours of operation or change in staff. | | |
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| 3. | Contractor shall assure compliance with the State Conflict of Interest Requirements as follows: | | | | | |
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|  | a. | | | Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance nor endorse any Medicare supplement, long-term care or other insurance policies or plans nor endorse the services of any insurer or managed care plan, claims processing organization or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client; | | |
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|  | b. | | | Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with guidance on conflict of interest and the HICAP Program Manual; and | | |
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|  | c. | | | Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. Contractor shall assure that advisors and governing board members shall excuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest. | | |
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| 4. | Contractor shall provide direct HICAP Legal Services or subcontract with a provider to perform HICAP legal services. Contractor shall adhere to the following conditions: | | | | | |
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|  | a. | | | HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar; | | |
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|  | b. | | | Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans; [W & I Code §9541 (c)(3)] | | |
|  |  | | |  | | |
|  | c. | | | HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans; [W & I Code §9541 (c)(3)] | | |
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|  | d. | | | Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral; and | | |
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|  | e. | | | The Supervising Attorney shall report the performance of legal services in accordance with the HICAP Reporting Instruction. | | |
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| 5. | Contractor shall have written reporting procedures specific to the HICAP program which include: | | | | | |
|  | a. | | | Collection and reporting of program data for the contractor; | | |
|  | b. | | | Ensuring accuracy of data from the intake/assessment process; and | | |
|  | c. | | | Verification of data prior to use by CDA for the federal National Performance Report (NPR). | | |
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| 6. | The contractor shall train and orient staff regarding program data collection and reporting requirements. The contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]. | | | | | |
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| 7. | Transition Plan. In the event there is a change in the HICAP service provider, the Contractor shall submit a transition plan to AAS within 10 days of a written Notice of Termination from the outgoing service provider. The transition plan must be approved by AAS and shall at a minimum include the following: | | | | | |
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|  | a. | | | A description of how open or active counseling and legal cases (if applicable) shall be transitioned to a new subcontractor; | | |
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|  | b. | | | A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new subcontractor; | | |
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|  | c. | | | A description of how clients will be notified about the change in and continuation of their HICAP services; | | |
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|  | d. | | | A description of how the new subcontractor will communicate with other HICAP sites, local agencies and advocacy organizations that can assist in locating alternative services; | | |
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|  | e. | | | A description of how the new subcontractor will inform community referral sources of the pending termination of this HICAP contract and the transition to the in-coming HICAP service provider; | | |
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|  | f. | | | A description of how to transfer sensitive and confidential records to a new subcontractor; | | |
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|  | g. | | | A description of adequate staff to provide continued service through the term of the existing subcontract [22, 7206(e)(4)]; | | |
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|  | h. | | | A full property inventory and a plan to transfer or return to AAS all equipment purchased during the entire operation of the Contract; and | | |
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|  | i. | | | Additional information as necessary to effect a safe transition of clients from the outgoing service provider to the new service provider. | | |
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|  | j. | | | The Contractor shall implement the transition plan as approved by AAS. | | |
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|  | k. | | | AAS will monitor the Contractor’s progress in carrying out all elements of the transition plan. | | |
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| 8. | Rights to Data. Materials published by the contractor and financed with funds under this agreement shall: | | | | | |
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|  | a. | | | Include an acknowledgement that “This publication has been created or produced by [contractor] with financial assistance, in whole or in part, through a grant from the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and the California Department of Aging”; | | |
|  | b. | | | Use the SHIP logo and tagline on all publications; | | |
|  | c. | | | Give the name of the entity, the address, and telephone number at which the supporting data is available; and | | |
|  | d. | | | Include a statement that “The conclusions and opinions expressed may not be those of the CDA or the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and that the publication may not be based upon or inclusive of all raw data.” | | |
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| 9. | Contractor agrees to offer services throughout the twelve-month contract period, unless prior written approval is received from AAS. | | | | | |
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| 10. | Contractor shall agree to distribute any needs assessment(s) or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis. | | | | | |
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| 11. | Contractor agrees to participate in the monitoring of the use of federal, State, and County funds. Onsite program monitoring will be conducted every two years for all programs except Title IIIC1 and Title IIIC2, which must be conducted every year. Onsite fiscal monitoring must be conducted every two years for all programs including Titles IIIC1 and C2. | | | | | |
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| 12. | Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process. | | | | | |

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM**

**(HICAP) WORKPLAN GUIDELINES**

Please complete a HICAP Workplan in narrative form following the order and headings shown below.

**I. PROGRAM SERVICE DESCRIPTION**

1. Agency Background and Experience:
2. State the mission of your agency or organization and describe all current programs you provide.
3. Describe your clientele and geographic area served.
4. Indicate how long the programs have been operating and how they are funded.
5. Indicate if any of these programs are currently operating under contract with San Mateo County.
6. Service to Targeted Populations and Linguistic Access:
7. Describe your ability to serve individuals within the target populations described in the General Information section.
8. How many full time employees (FTEs) do you plan to assign to this project, if you are selected?
9. Identify languages in which clients will be able to access your services.
10. Indicate staff capacity to meet the needs of the diverse racial/ethnic groups within your community.
11. Proposed Service/Ability to Meet Program Requirements:
12. Summarize your proposed service model providing detail about how it will function and meet the requirements of the program.
13. Describe in detail how the HICAP service standards will be met.
14. List any items that you cannot provide and how you will meet the requirements.
15. Provide information on any other pertinent services, if any, that you will offer that will reduce costs for the County.
16. Facility Site:
17. Describe the location and size of the facility, equipment available and accessibility of the building.
18. Describe the safeguards which will be used to ensure the participants' safety related to exits, outdoor space, storage areas, glass patio doors, stairs or steps, passenger loading zones, kitchen and bathroom safety.
19. Describe emergency evacuation plans.
20. List name and address of each location, capacity at each, days and hours of operation and anticipated daily attendance.
21. Coordination:
22. Identify and detail how you will work with other agencies providing similar services or serving the same population
23. Describe your procedure for documenting referrals to and/or utilization of other community-based services that support participants and their families.
24. Customer Service:
25. How will your services meet the needs of County customers and/or the public?
26. In the event of a routine problem, who is to be contacted within your organization?
27. In the event of the identification of a problem by the County, its clients/patients, and /or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.
28. Outreach:
29. Describe your outreach plan, particularly to clients who may be monolingual isolated, and/or unaware of your services. Include how you plan to work with key agencies/organizations that could refer clients to your program.
30. Activities may include, but are not limited to presentations to appropriate groups in the community, printed flyers and brochures about program offerings, and information sharing with other service providers

**II**. **PROGRAM MANAGEMENT AND PLANNING**

1. Staffing/Volunteers:
2. Provide an organization chart for your agency.
3. Detail your staffing plan and include job descriptions and licenses (if applicable) for key personnel and volunteers.
4. Describe your use of trained volunteers.
5. Indicate the responsible person(s) for managing the day-to-day operations including the completion of the Client Intake forms, daily service delivery aspects of the program and the weekly and monthly program reporting requirements.
6. Describe how you will meet the staffing requirements when there are vacancies, illnesses or other personnel difficulties.
7. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae (CV) for each such individual if the resume/CV includes all the requested information.
8. Data Reporting:
9. Describe how your agency will capture and report required program data.
10. Describe how your agency protects client level data (e.g. encryption, etc.)
11. Describe how your agency will meet the due date for program reports, (10th of the month following the month of service).
12. Training:
13. Describe staff training on-site and at other locations that address issues of concern to program participants (e.g. emergency preparedness and/or food safety and sanitation).
14. Include who will conduct trainings, how often they will occur, proposed topics and frequency of staff training or continuing education opportunities.

D. Contingency Plans:

1) Describe your contingency plans in the event that the full amount you are requesting from AAS is not received.

2) Describe potential sources of funding, short-term and long-term, for the program and any fund raising capabilities.

E. Emergency Preparedness Plans: Describe your Emergency Operations Plan.

F. Program Evaluation/Consumer Satisfaction:

1) Describe your method(s) for evaluating your program’s performance including the distribution of customer feedback surveys which will be provided by County and returned to the County for data collection and analysis.

2) Describe how you will collect information from your clients about their perception of your program and its effectiveness.

3) Describe your Quality Improvement Plan.

1. 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 that value the cultural diversity of San Mateo County.

H. Collaborative Service Planning:

1) Describe your involvement in the planning and development of a community-wide system of services.

2) Give an example of a program in which you collaborated with other agencies to enhance the service-delivery system for seniors and people with disabilities.

3) Identify any County committees or coalitions in which you have been involved.

1. Contributions/Project Income**:**
2. Define your agency's project income policies and procedures on setting the suggested client contribution level and guest meal cost; protecting the voluntary, anonymous contributions of your clients; handling the daily income from clients and guests; and contingency plans for securing additional revenue if proposed income level is not achieved.
3. Describe how you would use any income in excess of budgeted amount.
4. State the current average per meal contribution for this program if you are currently a congregate provider.
5. Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

1. References:

List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**III. FISCAL – Refer to the Fiscal /Budget Standards**

1. Fiscal Staff:
2. Define the fiscal staffing positions that will be responsible for this program. Include job description(s).
3. Describe your record-keeping and fiscal management systems in detail.

B. Budget forms: Complete and submit all budget forms located in the Enclosures section VI of the Request for Proposals.

C. Financial Statement:

1) Attach an audited financial statement completed within the last twelve months.

2) If an audited financial statement is not available, include alternative audit procedures you will use.

1. Cost Analysis and Budget for Primary Services:
2. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
3. Provide a completed budget for your proposed program. Instructions and budget form is found in Enclosures Section VI.

E. Match: No match required.

**IV. STATEMENT OF COMPLIANCE WITH COUNTY 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 requirement
7. The County Living Wage Ordinance
8. All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County’s contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE**: The sample Standard Contract Template enclosed with this RFP 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 RFP.