



County of San Mateo

Request for Proposals (RFP) for

**Mental Health Services Act (MHSA) Innovation Pilot
Projects**

RFP No. 2022-005

Date issued:	January 23, 2023
Questions due:	February 3, 2023
Pre-Proposal conference:	February 6, 2023, 1:00 pm – 2:00 pm
Proposal due:	March 8, 2023, 4:00 pm

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Request for Proposals No. 2022-05 for Mental Health Services Act (MHSA) Innovation Pilot Projects

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I. Introduction and Schedule

A. GENERAL

San Mateo County Health, Behavioral Health and Recovery Services (BHRS) is seeking proposals from interested parties to pilot Mental Health Services Act (MHSA) Innovation (INN) programs. These programs will pilot best practices in behavioral health care services that have been vetted by local MHSA stakeholders and the Behavioral Health Commission and scheduled for approval of the funding by the California Mental Health Services Oversight & Accountability Commission (MHSOAC). The four (4) MHSA INN projects are:

1. Adult Residential In-home Support Element (ARISE)
2. Mobile Behavioral Health Services for Farmworkers
3. Music Therapy for Asians/Asian Americans
4. Recovery Connection Drop-In Center

The Applicants may apply to implement one or more of the approved INN projects, pending final approval by the MHSOAC. Both qualified new providers and qualified existing BHRS providers are eligible to apply for funds. Selected provider(s) will work with BHRS staff to implement these services in accordance with MHSA INN requirements.

BHRS is issuing Request for Proposal (RFP) No. 2022-005 for Mental Health Services Act (MHSA) Innovation (INN) Pilot Projects. The applicant submitting a proposal shall satisfy all requirements outlined in this RFP.

B. SCHEDULE

**Dates are subject to change*

RFP Released	January 23, 2023
Deadline for Questions, Comments and Exceptions	February 3, 2023
Proposers Conference	February 6, 2023 1:00 pm to 2:00 pm RSVP to KLorica@smcgov.org no later than February 3, 2023 if you plan to attend and to receive a meeting invite emailed directly to you. Or call in (audio only) +1 628-212-0105 .,596861899# United States, San Francisco Phone Conference ID: 596 861 899#
Release date for Final Questions & Answers	February 13, 2023
Proposal Due Date and Time	March 8, 2023 4:00 PST
Evaluation of Proposals*	March 16, 2023
Interviews (if necessary)*	TBD
Notification of Funded Proposals*	March 6, 2023
Protest Deadline*	March 13, 2023
Submission to County Board for approval*	TBD
Service Start Date*	TBD

II. Scope of Work

A. INTRODUCTION

California voters passed the Mental Health Services Act (MHSA), Proposition 63, in November 2004. The MHSA raises funds to transform the state's behavioral health programs through a 1% tax on personal incomes above \$1 million. There are three main categories of programs funded by MHSA: 1) Community Services & Supports (CSS) are direct treatment and recovery services for serious mental illness and serious emotional disturbance; 2) Prevention & Early Intervention (PEI) services are provided either before or at the early onset of mental health issues; and 3) Innovation (INN) projects are new approaches and community-driven best practices.

INN projects are three- to five-year pilot programs to develop new best practices in behavioral health care services. The four approved INN projects described below make changes to existing behavioral health practices to improve the quality of the services or engage a hard-to-reach population. The projects align with BHRS's MHSA Three-Year Plan and were proposed by community stakeholders and designed in collaboration with BHRS.

1. INN project Summaries

- a. *Adult Residential In-home Support Element (ARISE)*. The ARISE program creates a model for residential in-home services specifically designed for clients with serious mental illness (SMI) and/or substance use disorders (SUD) who, without additional support, are at risk of losing their housing due to challenges with managing their environment. The current state system for In-Home Support Services (IHSS) does not adequately support clients whose needs for in-home support are primarily because of their behavioral health condition. The ARISE program will provide appropriate in-home support to adult clients to help them maintain their living environment and thereby preserve their housing security.
- b. *Mobile Behavioral Health Services for Farmworkers*. This program will provide direct mobile behavioral health services, integrated medical services and wraparound resources in Spanish to farmworkers and their families and children onsite. The services will utilize cultural arts practices as a pathway for engaging farmworkers and their families with formal clinical behavioral health services spanning prevention, early intervention, treatment, and recovery. Cultural, financial, and regional accessibility will support the farmworker community to engage in behavioral health support services, fostering healthier families and communities.
- c. *Music Therapy for Asians/Asian Americans*. This program will provide music therapy for Asians/Asian Americans as a culturally responsive approach to reducing stigma, increasing behavioral health literacy, and promoting linkage to behavioral health services. Additionally, music therapy will enhance interpersonal skills and foster connectedness and unity across Asian/Asian

American communities, thereby building protective factors that can prevent behavioral health challenges and crises.

- d. *Recovery Connection Drop-In Center.* The Recovery Connection will be a one-stop, drop-in, brick-and-mortar center for individuals with substance use challenges or co-occurring substance use and mental health challenges at all stages of their recovery. The Recovery Connection will 1) use a peer support model; 2) center around Wellness Recovery Action Plan (WRAP) programming; 3) provide linkages to more intensive behavioral health services as needed; and 4) serve as a training center to expand capacity countywide.

2. Values and Principles

San Mateo County BHRS MHSA services incorporate the state's MHSA Core Values to reflect the following values and principles.

- a. *Community collaboration.* Clients and/or family members, other community members, agencies, organizations, and businesses shall work together to share information and resources to fulfill a shared vision and goals. A collaborative approach benefits clients through regular communication, sharing of resources and problem solving, and creation of opportunities for client and family engagement in services.
- b. *Cultural responsiveness.* Programs shall reflect the values, customs, beliefs, and languages of the populations served and reduce disparities in service access. Culturally responsive approaches reduce stigma associated with seeking behavioral health services and can develop protective factors and improve behavioral health and quality of life outcomes of population(s) to be served.
- c. *Consumer and family-driven services.* Clients (and family members of children) shall have a primary decision-making role in identifying needs, preferences, and strengths, and a shared decision-making role in determining services; including peer-to-peer services.¹
- d. *Focus on wellness, recovery, resiliency.* Programs shall promote wellness in body, mind, and spirit, and incorporate concepts key to recovery: hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.
- e. *Integrated service experiences for clients and families.* Programs shall promote coordinated agency efforts to create a seamless experience for clients, consumers, and families.
- f. *Social determinants of health:* Programs shall recognize that there are historical, systemic, and structural challenges that have created ongoing barriers to accessing behavioral health services for communities of color. There exist long-standing

¹ BHRS defines a peer as someone with lived experience as a client of county or community-based mental health and/or substance use services.

effects of internalized oppression handed down the generations detrimentally impacting communities of color. Programs shall take a holistic approach to addressing behavioral health wellness and increasing access to behavioral health services and promote client and family member leadership, community advocacy and capacity building, and responsive behavioral health supports.

- g. *Trauma-informed services*: All six key principles of a trauma-informed approach shall be incorporated into all programming for youth and young adults with mental illness and/or co-occurring substance use challenges and their families: safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, and historical and gender issues.

B. LENGTH OF AGREEMENT

INN Project	Proposed pilot term
Adult Residential In-home Support Element (ARISE)	Three (3) years with a tentative term of July 1, 2023 – June 30, 2026
Mobile Behavioral Health Services for Farmworkers	
Music Therapy for Asians/Asian Americans	
Recovery Connection Drop-In Center	Four (4) years with a tentative term of July 1, 2023 – June 30, 2027

With the exception of the Recovery Connection Drop-In Center, the anticipated duration of the initial agreement will be for three (3) years. The County will have one (1) option to extend the term for a period of one (1) additional year to complete the approved pilot term, which the County may exercise in its sole, absolute discretion, program evaluation, availability of funding, and division approval.

C. FUNDING

The services will be funded by the Mental Health Services Act (MHSA) Innovation (INN) component, pending final approval by the MHSAOAC. The total funding for contracted providers covers all contractor expenses related to delivering the program services (i.e., salaries and benefits, program supplies, rent/utilities, mileage, transportation of clients, translation services, subcontracts for outreach, etc.) and can be allocated annually as outlined below or as proposed by the proposing agency:

Project	Total Service Contract	Example Annual Budget

Adult Residential In-home Support Element (ARISE)	\$990,000	<ul style="list-style-type: none"> • \$330,000 for FY 23/24 • \$330,000 for FY 24/25 • \$330,000 for FY 25/26
Mobile Behavioral Health Services for Farmworkers	\$1,455,000	<ul style="list-style-type: none"> • \$485,000 for FY 23/24 • \$485,000 for FY 24/25 • \$485,000 for FY 25/26
Music Therapy for Asians/Asian Americans	\$755,000	<ul style="list-style-type: none"> • \$255,000 for FY 23/24 • \$250,000 for FY 24/25 • \$250,000 for FY 25/26
Recovery Connection Drop-In Center	\$2,275,000	<ul style="list-style-type: none"> • \$500,000 for FY 23/24 • \$575,000 for FY 24/25 • \$590,000 for FY 25/26 • \$610,000 for FY 26/27

D. POPULATIONS TO BE SERVED AND SERVICE REQUIREMENTS

The populations to be served, core components, and services for the four approved INN projects are described below. Please refer to the INN project(s) for which your agency is applying.

1. ADULT RESIDENTIAL IN-HOME SUPPORT ELEMENT (ARISE)

1.1 Populations to be Served

The ARISE program will annually serve a minimum of 35 adult clients with SMI and/or SUD who are living independently in their own apartments, including housing subsidized by the County of San Mateo Housing Authority. Clients may be of any race/ethnicity, gender, gender identity, sexual orientation, or disability status. Clients may have failed housing inspections from the County of San Mateo Housing Authority, and/or from property managers regarding lease violations for health and safety issues in the unit.

1.2 Core Components

The following four (4) core components of the program must be addressed by the services proposed:

- Engage adults with SMI and/or SUD at risk of losing their housing due to challenges with maintaining their living environment.
- Support recruitment and retention of in-home residential support workers for ARISE clients.
- Provide culturally responsive in-home residential support services focused on the needs of individuals living with complex behavioral health challenges that will allow individuals to continue living as independently as possible.

- d. Engage stakeholders in the design, implementation, and evaluation of the program.

1.3 Services

The following are the expected services to address the above core components:

- a. *Identification of clients for ARISE services.* The ARISE program will conduct in-home assessments related to physical capacity, cognitive impairments, and executive functioning to determine whether issues can be addressed through skill building and training, or if the client would benefit from assistance from the ARISE program.
- b. *Recruitment and retention of in-home residential support workers (“ARISE workers”).* Support recruitment and retention through strategies including but not limited to: increasing ARISE worker pay above that of the existing IHSS pay; guaranteeing a certain number of hours of work per week; providing ongoing consultation from occupational therapists and/or peers to ARISE workers; and providing specialized training (e.g., Mental Health First Aid, properties of harm reduction). ARISE workers may be recruited from the pool of individuals who have already been approved as a IHSS worker through the California Department of Social Services (CDSS).
- c. *Assistance in finding, screening, hiring, and supervising ARISE workers.* Provide administrative support to clients with the hiring, recruiting, and supervising of in-home support workers, and ensure that ARISE workers are matched with clients based on needs, culture, language, and personality.
- d. *In-home residential supportive services.* Provide services including but not limited to:
 - i. *Home maintenance* – organize and declutter belongings; wash, dry, fold, and put away laundry
 - ii. *Cleaning* – sweep and mop, clean sink, stovetop, oven, refrigerator, wipe counter, dust, empty trash
 - iii. *Shopping* – grocery shopping and other shopping and errands
 - iv. *Cooking* – prepare and clean up after meals
- e. *Peer support.* Hire peer staff to provide support to clients in expressing their needs, what they want from the program, how they would prefer services be provided, and if they would like to be present or absent when work is done. Peer support staff may also assist clients to identify outside resources or activities to use/attend if they choose not to be present when work is done.
- f. *Coordination with and/or provision of occupational therapy, case management, and other services.* Coordinate ARISE program services with case management, occupational therapy, and/or other supportive services that clients may need or may already be receiving. If clients are not already receiving occupational therapy or case management, the ARISE program may provide occupational therapy to support clients in building the skills needed to maintain their home environment and care for themselves as a way of supporting their recovery.

- g. *Advisory group.* Establish an advisory group of relevant stakeholders to inform all aspects of the program including the program structure and services, outreach strategies, evaluation, and dissemination of the findings of the innovation.

2. MOBILE BEHAVIORAL HEALTH SERVICES FOR FARMWORKERS

2.1 Populations to be Served

The program will annually serve 150+ low-income, Latinx farmworkers and their families in the rural coastal area of San Mateo County. The majority of the farmworker population come from working class, Latinx backgrounds and are immigrants who speak Spanish.

2.2 Core Components

The following four (4) core components of the program must be addressed by the services proposed:

- a. Engage San Mateo County's coastal farmworker community, including farmworkers and their family members and children.
- b. Assess behavioral health needs and provide culturally responsive behavioral health services onsite at farms, including prevention, early intervention, treatment, and recovery supports, regardless of documentation or insurance status.
- c. Link clients to additional services and community resources as needed.
- d. Engage stakeholders in the design, implementation, and evaluation of the program.

2.3 Services

The following are the expected services to address the above core components:

- a. *Behavioral health outreach and education.* Employ a farmworker outreach team to visit farms to build relationships and identify families with behavioral health concerns; set up appointments for mobile behavioral health services; make linkages to County behavioral health services as needed; and conduct educational classes and workshops around health- and safety-related topics.
- b. *Assessment and early intervention.* Conduct assessments with farmworkers, their families, and their children who might be at risk of developing behavioral health challenges.
- c. *Clinical behavioral health services.* Employ trained clinical staff to offer in-person and tele-behavioral health services for children, youth, and adults of all ages, including individual and group counseling.
 - i. Clinical services may include individual sessions that are culturally centered using a cognitive and solution focused approach working with individuals, families, and children of farmworkers.

- ii. The general practice will be 12 sessions as a baseline for each client, but the number and length of session will account for each client’s needs.
 - iii. In addition, the mobile service has a small group space that could include opportunity for group support.
- d. *Non-clinical behavioral health services.* Utilize culturally specific art, music, and storytelling to express and process grief and build community and resilience, such as creating altars, songs, stories, and murals. Example activities include:
 - i. In the fall, each farm would create an altar for Día de los Muertos. Through the process, staff facilitate discussions about loss and grief, and culminate in a celebration to lift memories.
 - ii. During the winter holidays, staff would use culturally appropriate storytelling to engage in discussions about farmworkers’ migration journeys and finding home in a new place.
 - iii. Staff would support farmworker communities to create “cantos”—songs they might sing while working in the field.
 - iv. Staff would partner with muralists to collaboratively create a mural that tells farmworkers’ stories.
- e. *Recovery support for people who are recovering from behavioral health challenges.* Work with community partners that provide substance use services to support recovery, specifically around addiction; and establish partnerships with local mental health organizations such as the National Alliance on Mental Illness (NAMI), Latino Collaborative, and BHRS to support mental health treatment and recovery.
- f. *Case management and navigation assistance.* Utilize a social worker to provide case management, assistance with navigating complex systems, and linkage to services.
- g. *Linkage to community resources.* Collaborate with community partners such as the library, adult education, College of San Mateo system, University of San Francisco, Stanford University, and the Mexican Consulate to support farmworkers who seek to enhance their education.
- h. *Advisory group.* Establish an advisory group of relevant stakeholders to inform all aspects of the program including the program structure and services, outreach strategies, evaluation, and dissemination of the findings of the innovation.

3. MUSIC THERAPY FOR ASIANS/ASIAN AMERICANS

3.1 Populations to be Served

Music therapy classes and support groups will annually serve 250 unduplicated Asian/Asian American residents of San Mateo County, inclusive of East Asian, South Asian, and West Asian community members, and all age groups across the lifespan. Chinese and Filipinx populations make up the largest shares of the Asian American and Pacific Islander (AAPI) population in San Mateo County. Services will be geared

toward individuals who could benefit from social emotional skills as a preventive measure, as well as individuals living with mild to moderate mental health and/or substance use conditions in an effort to prevent further behavioral health challenges or crises. Candidates for the program may have an interest in music; respond well to highly motivating, creative, or multi-sensory experiences; and have identified areas of growth in the goal areas supported by music therapy.

3.2 Core Components

The following four (4) core components of the program must be addressed by the services proposed:

- a. Engage Asians/Asian Americans of diverse ethnicities, nationalities, and ages in music therapy services.
- b. Provide culturally responsive, goal-directed music therapy programming by trained music therapists, including services and/or interpretation in Asian languages as needed and services offered at accessible community-based locations.
- c. Link clients to BHRS services and community resources as needed.
- d. Engage stakeholders in the design, implementation, and evaluation of the program.

3.3 Services

The following are expected services to address the above core components:

- a. *Outreach.* Conduct outreach to community-based organizations, faith-based organizations, word of mouth, medical settings, and mental health organizations to identify potential program participants.
- b. *Intake and service planning.* Clients who are enrolled will meet with the music therapist for an intake appointment to identify the client's strengths and needs as they relate to musical preferences, musical background, musical skills, physical and cognitive abilities, including sensory processing issues or needs, and individual trauma history and trauma triggers. Clients under age 16 will meet along with their parent or caregiver.
 - i. Based on the client's trauma history and current functioning, the music therapist will determine whether it is appropriate for the client to participate in a group setting. If the client is appropriate for a group setting, the music therapist will collaboratively determine with the client whether they would like to participate in the music group therapy class, support group, or both.
 - ii. For participants in the music group therapy classes, the music therapist will follow up individually with each client one time during the class series to assess the client's progress, understand their experience in the program, and discuss whether the client would like to join the support group if they have not already.

- iii. At the end of the class series, the music therapist will have an exit session with each client to understand what changes the client has experienced as a result of the program and to discuss the client's service plan (e.g., if the client would like to continue in the next class series or join the support group).
 - iv. For participants in the support groups, the music therapist will follow up with clients on a quarterly basis.
- c. *Music therapy programming.* Trained music therapists, in partnership with peer workers and in consultation with behavioral health therapists, provide goal-directed programming that offers opportunities for playing, creating, and discussing music using a variety of accessible instruments including percussion, melodic instruments, and instruments from Asian countries. Services are held in parts of San Mateo County where there are high concentrations of Asian American communities, at community-based organizations and/or central community locations. Services may include:
- i. *Music therapy group classes.* The music therapy classes will be client-directed—at the start of each class series, the music therapist will work with class participants to select the types of work they would like to do together. The classes could be project-based, where participants may choose to work toward a goal such as a performance or creating a music video. Classes will also include an educational component, where music therapists will share information about music from different cultures and about mental health literacy. The classes will use the four main methods of music therapy:
 - Creative - client preferred music active music making
 - Receptive - client preferred music to engage in discussion
 - Improvisation - improvised music, active music making (e.g., a drum circle)
 - Composition - create or rewrite client preferred songs
 - ii. *Music therapy support groups.* The support groups will focus on building connectedness and empathy among participants. The support groups will be client-centered based on topics and issues that participants want to discuss. For example, a client grieving over losing a loved one could use the music therapy group to help them process that grief during the group and teach them what they can take home to continue processing their grief. A client may also feel stressed or depressed and the music can help uplift their mood during the class and teach them skills that they can use on an ongoing basis to address symptoms of anxiety and depression.
 - iii. *Intergenerational events/performances.* At the end of each class series, the participants will have the option of participating in a performance where each group shares the project they worked on during the class. The event will bring together different age groups and also offer an opportunity to invite members outside of Asian/Asian American communities to promote shared learning and empathy across cultures.

- d. *Advisory group.* Establish an advisory group of relevant stakeholders to inform all aspects of the program including the program structure and services, outreach strategies, evaluation, and dissemination of the findings of the innovation.

4. RECOVERY CONNECTION DROP-IN CENTER

4.1 Populations to be Served

The Recovery Connection will be open to all adults 18+ with substance use challenges and will annually serve an estimated 940 – 1100 participants. The Recovery Connection will specifically seek to reach individuals in the Latinx community, particularly Spanish-speaking immigrants who are very low- to low-income, predominantly male, and underemployed or unemployed and may be justice-involved. The program will also seek to reach other historically underserved populations, including Asian/Pacific Islanders, African Americans, low-income, LGBTQIA+, unhoused, chronically unemployed, and justice-involved populations.

4.2 Core Components

The following eight (8) core components of the program must be addressed by the services proposed:

- a. Outreach to and serve individuals in any stage of recovery, including individuals early in their intentions to recovery, individuals returning from residential treatment, sober living home residents, and individuals who have been in recovery for many years and are working to prevent relapse. The Recovery Connection will be a safe, clean and sober environment, but the doors will be open to all; participants will not be required to be clean and sober or be committed to abstinence, as long as their substance use does not result in disruptive behavior and unsafe space at the Recovery Connection for themselves or others. It is anticipated that the Recovery Connection's programming will engage people for at least several months at a time, rather than dropping in for only a few visits.
- b. Operate as a peer support model with programming led by peer coaches and facilitators, the majority of whom will be Black, Indigenous, and People of Color (BIPOC), including Spanish-speaking peers, and have lived experience with the trauma of poverty and substance use and mental health challenges.
- c. Provide drop-in services in a central location that is accessible by public transportation, especially after-hours.
- d. Serve clients without requirements to participate for a certain amount of time or in a certain number of activities.
- e. Provide Wellness Recovery Action Plan (WRAP) workshops as a foundational service²

² Wellness Recovery Action Plan. [https://www.wellnessrecoveryactionplan.com/what-is-wrap/#:~:text=Wellness%20Recovery%20Action%20Plan%20\(WRAP,your%20life%20and%20wellness%20goals](https://www.wellnessrecoveryactionplan.com/what-is-wrap/#:~:text=Wellness%20Recovery%20Action%20Plan%20(WRAP,your%20life%20and%20wellness%20goals)

- f. Train professionals and paraprofessionals (i.e., peers, clinicians, case workers, etc.) to use WRAP with individuals with substance use challenges or co-occurring substance use and mental health challenges.
- g. Link clients to BHRS services and community resources as needed.
- h. Engage stakeholders in the design, implementation, and evaluation of the program.

4.3 Services

The following are examples of services to address the above core components; other solutions to addressing the core components will be considered.

- a. *Assessment and service planning.* Invite visitors to the Recovery Connection center to an informational meeting with a peer coach to learn about the center and its services and complete an intake form and a recovery management plan if they are interested in participating. The intake form will ask individuals about their addiction and include a co-occurring screening to support appropriate referrals, warm hand-offs and meet the MHSA SUD reporting requirements. The recovery management plan determines what types of services the individual needs and is interested in (e.g., mentoring, job skill development). If a participant would benefit from services outside of what is offered at the Recovery Connection center (e.g., residential treatment, mental health program, housing assistance, education), the center staff will assist with making those referrals and linkages.
- b. *Evidence-based Wellness Recovery Action Plan (WRAP) workshops.* Provide peer-led WRAP programming for all participants, including different types of WRAP groups depending on the specific circumstances participants are experiencing (e.g., trauma, living alone).
- c. *Peer mentoring and coaching.* Provide one-on-one peer mentoring and coaching to support participants in setting recovery goals, developing WRAP plans, providing warm hand-offs to mental health and substance use treatment, finding sober housing, developing healthy peer relationships, improving job skills, and other supports.³
- d. *Linkages to behavioral health services and more intensive supports.* Train staff and peer workers to provide warm hand-offs to behavioral health providers and treatment as needed; develop partnerships with the regional clinic(s), substance use treatment providers, the County's ACCESS referral team, and many other points of entry to behavioral health services.
- e. *Health and mental wellness classes.* Deliver classes to help participants accomplish their health and wellness goals with an open discussion of various topics related to physical, social, spiritual, emotional, intellectual, environmental, and occupational well-being.

³ SAMHSA. What Are Peer Recovery Support Services? <https://store.samhsa.gov/sites/default/files/d7/priv/sma09-4454.pdf>

- f. *Job readiness and employment referral services.* Support participants with resume writing, computer courses with educational partners, volunteer services, and job employment and referral to other job opportunities.
- g. *Referrals and connection to resources.* Collaborate with community partners to provide referrals and linkages to outside services such as housing, education, job training, and outside behavioral health services as needed.
- h. *Rewarding volunteer opportunities.* Provide monthly, weekly, or daily volunteer activities to meet the goals, needs, and priorities of the Recovery Connection programming and peer success. Assignments might involve activities such as:
 - Tabling and setting up for events
 - Assisting with WRAP groups or health and wellness classes
 - Making coffee and setting out snacks
 - Administrative tasks
 - Sharing a special skill or occupation
 - Preparing materials or assisting with a program activity or event
 - Mentoring side-by-side with another peer
- i. *Training.* Develop and offer trainings for professionals and paraprofessionals to use WRAP with individuals with substance use challenges or co-occurring substance use and mental health challenges.
- j. *Advisory group.* Establish an advisory group of relevant stakeholders to inform all aspects of the program, including the program structure and services, outreach strategies, evaluation, and dissemination of the findings of the innovation.

E. STAFFING

1. Staffing Structure

The staffing structure for the programs shall be sufficient to provide the services proposed. The following are examples of staffing structures; other solutions to providing the intended services will be considered.

Project	Example Staffing Structure
Adult Residential In-home Support Element (ARISE)	<ul style="list-style-type: none"> • <i>Program Manager</i> to oversee the ARISE program, identify ARISE workers, and match them to clients. • <i>Occupational Therapist</i> to conduct client assessments to identify potential ARISE clients and support client skill-building. • <i>Peer Support Staff</i> to support and assist clients in expressing their needs, identifying their service preferences, and identifying outside resources or activities to use/attend if clients choose not to be present when in-home work is done. • <i>In-Home Residential Support Workers</i> hired as independent contractors to provide in-home residential support services.

Mobile Behavioral Health Services for Farmworkers	<ul style="list-style-type: none"> • <i>Licensed Clinicians</i> and <i>trainees</i> to provide culturally centered individual, family, and group counseling. • <i>Clinical Supervisor</i> to provide direct support to the mental health team for individual, group supervision, and clinical counseling services. • <i>Farmworker Program Director</i> to oversee the direct services provided to the farmworkers, including assessment, creating programming and best practices, oversight, and community engagement. • <i>Non-clinical staff</i> to coordinate cultural arts programming for the mobile service and participants and will create stimulating activities of cultural healing, food support, arts support, and other identified needs. • <i>Social worker</i> to lead farmworker outreach and coordinate services, creating appointments and also providing one-on-one support.
Music Therapy for Asians/Asian Americans	<ul style="list-style-type: none"> • <i>Contracted Music therapist</i> to facilitate classes and support groups. • <i>Behavioral health clinician</i> to help design/shape the group and to provide additional support to participants for whom issues arise during the groups (e.g., higher level of behavioral health care needed or behavioral health crisis) • <i>Peer worker</i> who has graduated from music therapy class to serve as a peer worker supporting the music therapist running the group.
Recovery Connection Drop-In Center	<ul style="list-style-type: none"> • <i>Program manager</i> to design, develop, and oversee program implementation and daily operations and supervise staff. • <i>Peer staff</i> to provide direct services to participants, including facilitating WRAP workshops, providing job readiness and employment referrals, housing referrals, health and wellness classes, and volunteer opportunities. • <i>Outreach staff</i> to outreach to hard-to-reach populations, including those in the beginning of their recovery, as well as underserved populations, including Asian/Pacific Islanders, African Americans, and LGBTQIA+ populations. • <i>Administrative staff</i> to greet and help complete intake forms, support administrative and data collection and entry.

2. Staffing Values

Recruitment, hiring and retention strategies, including training of staff, will promote the following core values:

- a. Cultural Responsiveness: staffing objectives that reflect the cultural and linguistic diversity of the communities to be served to ensure staff can provide services in a culturally and linguistically appropriate manner.
 - i. Staff with fluency in the languages spoken by communities to be served is preferred, but not required.

- ii. Staff will have specific cultural expertise in working with their target population.
- b. Trauma-Informed: staff will have a practical understanding of trauma-informed approaches.

3. Staff Training

Training requirements for all contracted agency staff is 20 hours of training per staff per year. Topics must include at a minimum:

- a. Confidentiality; HIPAA
- b. Compliance; Fraud, Waste and Abuse
- c. Cultural Humility; Sexual Orientation and Gender Identity (SOGI)
- d. Wellness and Recovery Action Plan (WRAP)
- e. Mental Health First Aid (MHFA)

F. EVALUATION, TRACKING, AND REPORTING REQUIREMENTS

1. Project Evaluation

- a. An independent evaluation consultant will be contracted by BHRS to evaluate MHSA Innovation projects.
- b. The following learning goals, potential measures, and potential data sources will guide the development of evaluation plans:
 - i. Adult Residential In-home Support Element (ARISE)

Learning Goal	Potential Measures	Potential Data Sources
1. Do clients receiving in-home supports tailored for individuals with behavioral health needs maintain their housing?	<ul style="list-style-type: none"> ✓ Of the clients enrolled and served for at least one month, no more than 5% will fail a housing inspection. ✓ Of the clients enrolled and served for at least one month, no more than 10% will receive complaints or lease violations for reasons of health and safety issues related to the state of their unit. ✓ Of the clients enrolled and served for at least one month, none will be asked to leave their current housing situation as a result of health and 	<ul style="list-style-type: none"> ✓ Program administrative data ✓ ARISE client interviews ✓ ARISE staff interviews and/or focus group

	<p>safety issues related to the state of their unit.</p> <ul style="list-style-type: none"> ✓ ARISE clients report that program was helpful in maintaining their living environment ✓ ARISE program staff report that program was helpful in maintaining clients' living environment 	
2. To what extent does the ARISE program support clients' health, wellbeing, and recovery ?	<ul style="list-style-type: none"> ✓ Percent of clients engaged in BHRS services at baseline and follow-up ✓ Satisfaction of ARISE clients with the program ✓ Self-reported health and wellness outcomes from ARISE clients and staff 	<ul style="list-style-type: none"> ✓ Program administrative data ✓ ARISE client interviews ✓ ARISE staff interviews and/or focus group
3. To what extent does the ARISE program improve capacity for in-home supports to serve individuals with complex behavioral health challenges?	<ul style="list-style-type: none"> ✓ Number of available IHSS workers in the County at baseline and follow-up who are willing to provide in-home support for individuals with challenging behaviors ✓ Satisfaction of ARISE IHSS workers 	<ul style="list-style-type: none"> ✓ County IHSS data ✓ Survey of County IHSS workers ✓ ARISE IHSS worker survey ✓ ARISE IHSS worker interviews or focus group

ii. Mobile Behavioral Health Services for Farmworkers

Learning Goal	Potential Measures	Potential Data Sources
1. To what extent does a culturally responsive, mobile behavioral health resource expand access to and utilization of behavioral health services in the Latinx farmworker community?	<ul style="list-style-type: none"> ✓ Number and percent of farmworkers/families served by mobile service compared to baseline data on service utilization ✓ Number of farmworkers/families linked by mobile service to behavioral health services ✓ Percent decreased stigma and increased knowledge about available behavioral health resources 	<ul style="list-style-type: none"> ✓ Baseline data: intake forms asking about health care utilization; 2019 HCH/FH data on SMMC utilization ✓ Utilization data: program records of numbers served and linkages to BHRS ✓ Perceptions of access: verbal surveys and/or interviews with farmworkers/families

2. How does an integrated approach using cultural arts and formal clinical services support behavioral health service adoption and outcomes among the Latinx farmworker community?	<ul style="list-style-type: none"> ✓ Number of clients participating in cultural arts activities ✓ Percent of clients satisfied with cultural arts activities and behavioral health services ✓ Percent of clients experiencing increased protective factors and improved behavioral health outcomes 	<ul style="list-style-type: none"> ✓ Program records on numbers served ✓ Verbal surveys and/or interviews with farmworkers/families ✓ Intake assessment and 3- and 6-month follow-up assessments by clinician ✓ Interviews or focus groups with program staff
3. What are the needs and best practices to support farmworker behavioral health?	<ul style="list-style-type: none"> ✓ Most commonly identified behavioral health symptoms and causes ✓ Most highly rated program components ✓ Program modifications made over time in response to client and staff feedback 	<ul style="list-style-type: none"> ✓ Verbal surveys and/or interviews with farmworkers/families ✓ Interviews or focus groups with program staff ✓ Verbal surveys and/or interviews with farmworkers/families ✓ Intake assessment and 3- and 6-month follow-up assessments by clinician

iii. Music Therapy for Asians/Asian Americans

Learning Goal	Potential Measures	Potential Data Sources
1. To what extent does music therapy promote behavioral health literacy and reduce behavioral health stigma among Asian/Asian Americans?	<ul style="list-style-type: none"> ✓ Percent of participants with increased knowledge about behavioral health ✓ Percent of participants with increased knowledge of where to go to seek support ✓ Percent of participants with a reduction in stigmatizing views about behavioral health 	<ul style="list-style-type: none"> ✓ Retrospective survey administered at end of group therapy classes and support groups (e.g., using behavioral health literacy and stigma scales) ✓ Interviews and/or focus groups with program participants and staff
2. To what extent does music therapy increase linkages to behavioral health services for Asian/Asian Americans?	<ul style="list-style-type: none"> ✓ Number of linkages made to BHRS ✓ Number of referrals made to community-based behavioral health supports ✓ Number of participants who self-reported 	<ul style="list-style-type: none"> ✓ Program administrative records ✓ Retrospective survey administered at end of group therapy classes and support groups (asking whether clients were linked)

	reaching out to behavioral health services and supports	✓ Interviews and/or focus groups with program participants and staff
3. To what extent is music therapy effective in promoting protective factors among Asian/Asian Americans?	<ul style="list-style-type: none"> ✓ Percent of participants that feel more connected to others in their community ✓ Percent of participants that feel more capable of facing challenges in their life ✓ Percent of participants that feel have more positive self-regard 	<ul style="list-style-type: none"> ✓ Retrospective survey administered at end of group therapy classes and support groups (e.g., using community cohesion and resilience scales) ✓ Interviews and/or focus groups with program participants and staff

iv. Recovery Connection Drop-In Center

Learning Goal	Potential Measures	Potential Data Sources
1. Does a drop-in recovery center increase access to recovery services and mental health services and supports for individuals who were not previously engaged in services?	<ul style="list-style-type: none"> ✓ Number and percent of participants who were not previously connected to substance use treatment or services ✓ Number of participants who report they would be unlikely to have accessed services outside of the drop-in center ✓ Proportion of participants from underserved populations compared to County-reported penetration rates by race/ethnicity 	<ul style="list-style-type: none"> ✓ Participant intake forms ✓ Participant surveys ✓ Participant focus groups and/or interviews ✓ Staff interviews and/or focus group ✓ BHRHS service records
2. What changes do individuals who participate in WRAP and other drop-in recovery center services experience in their long-term recovery , including recovery time, number of relapses, mental wellness indicators and economic mobility?	<ul style="list-style-type: none"> ✓ Participant-reported length of time in recovery ✓ Participant-reported number of relapses since program entry ✓ Participant-reported changes in housing status, employment status, income, family and peer relationships 	<ul style="list-style-type: none"> ✓ Participant intake and follow-up forms ✓ Participant surveys ✓ Participant focus groups and/or interviews ✓ Staff interviews and/or focus group
3. Does training professionals and paraprofessionals in WRAP increase capacity in San	<ul style="list-style-type: none"> ✓ Number of people trained ✓ Types and demographics of people trained 	<ul style="list-style-type: none"> ✓ Training post-surveys ✓ Staff/trainer interviews

Mateo County to use WRAP with individuals with substance use and mental health challenges?	✓ Proportion of trainees reporting increased knowledge and skills in WRAP ✓ Proportion of trainees reporting likelihood of using WRAP with clients	✓ Community partner/trainee interviews
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- c. Data collected will be analyzed by the independent evaluator (contracted by BHRS).
- d. Program staff will collect information about individuals engaged, the activities, outcomes, and demographics. BHRS and the independent evaluation consultant will work with program staff early in the planning process to tailor the evaluation plan and tools as appropriate.
- e. Program staff will participate and support facilitation of any evaluation activities including but not limited to focus groups and/or key informant interviews.

2. Implementation Tracking

- a. Tracking of operational activities includes but is not limited to:
 - i. List of planning meetings held including participants attended, agenda, and minutes.
 - ii. Advisory group meetings documentation including participant attendance, agendas and minutes.
 - iii. List of trainings, presentations provided including number of participants attended.
- b. Tracking of behavioral health services offered through the program includes but is not limited to:
 - i. Number of clients receiving services
 - ii. Types of services provided (e.g., groups, counseling, workshops, consultation, supports)
- c. Tracking of community engagement activities includes but is not limited to:
 - i. Types of activities to engage potential program participants
 - ii. Total number of individuals engaged through outreach activities
- d. Tracking of referrals to BHRS or other behavioral health services, social service or medical needs includes but is not limited to:
 - i. Number of referrals
 - ii. Referring entity
 - iii. Where referrals were made to
 - iv. Type of referral made

- v. No personal identifying information will be tracked/reported

4. Monitoring and Reporting

- a. Monthly reporting will include all implementation tracking logs, monitoring check-ins with a BHRS Program Manager to identify challenges and areas of improvement and highlight successes and evaluation planning meetings.

G. CULTURAL COMPETENCE PLAN

All contracted agencies are required to provide culturally responsive services to ensure compliance with the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Office of Minority Health (OMH), U.S. Department of Health and Human Services (HHS). Contracted agencies will be expected to consult with BHRS if unable to comply with any of the following requirements:

1. Cultural Competence Plan

- a. Submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families, and the workforce. This plan will be submitted to the BHRS Clinical Services Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year. The annual cultural competence plan will include an update, not limited to, the following:
 - i. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - ii. Forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - iii. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender, and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - iv. Staffing objectives that reflect the cultural and linguistic diversity of the clients, e.g. recruit, hire and retain staff members who can provide services in a culturally and linguistically appropriate manner.
 - v. Ensure that all program staff receive at least 8 hours of external training per year (sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Collaboration in Equity Efforts

- a. Actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but

not limited to the Diversity & Equity Council (DEC). Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders.

- b. Submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

3. Services in Threshold Languages

- a. Establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are Spanish, Tagalog, and Chinese (Mandarin and Cantonese).
- b. If unable to provide services in those languages, consult with BHRS for additional resources.

4. Document Translation

- a. Translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner.
- b. Use BHRS- translated forms when available in an effort to create uniformity within the system of care.
- c. Submit to ODE by March 31st, copies of health-related materials in English and as translated.

III. Submission Requirements

A. SUBMISSION DEADLINE

Proposals must be electronically received by **4:00 pm**, on **March 8, 2023** via Public Purchase (details below).

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and will not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at support@thepublicgroup.com :

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. PRE-SUBMISSION REGISTRATION

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at: <https://www.publicpurchase.com/gems/register/vendor/register>

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase and this might take time. The County will not be responsible for and will not accept proposals that are late due to a failure to register in the Public Purchase system.

C. SUBMISSION VIA PUBLIC PURCHASE

1. Submission of Proposals:

The following required documents (described further in section D. Technical Proposal) should be submitted as a single pdf file with each document clearly labeled:

- a. Letter of Introduction
- b. Minimum Qualifications Checklist – Appendix A of this RFP
- c. Agency Qualifications
 - i. Organizational Chart
 - ii. Cultural Competence Plan as available
- d. Staffing Qualifications
- e. Budget & Budget Narrative

2. Electronic Submissions

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

3. Conflicts Between Certain Requirements

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

4. Format

Documents should be created in the following format:

- a. 12 size Times New Roman or Arial font, single spaced
- b. Text be unjustified (i.e., with a ragged-right margin)
- c. Pages have margins of at least 1" on all sides (excluding headers and footers)
- d. Please include a Table of Contents
- e. PDF format

5. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

D. PROPOSAL (MAXIMUM OF 10 PAGES)

Applicants may apply to implement one or more of the approved INN projects and must submit separate proposals for each project. The maximum page limit for each proposal should be 10 pages, not including the Table of Contents and any attachments. **NOTE:** One (1) page of content is measured as 1-sided letter sized page. Pages that exceed the maximum page limit will not be reviewed or scored.

Agencies interested in responding to this RFP must submit the following information, in the order specified below:

1. Letter of Introduction (up to 1 page)

Submit a Letter of Introduction. Submission of the letter will constitute a representation by the agency that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP. The letter must contain:

- a. Name, title, and contact information (email, phone, and address) for representative of the proposing agency who is responsible for communication related to this RFP.
- b. Name of INN project(s) for which the agency is applying.
- c. Signature of person authorized to obligate the agency to perform the commitment contained in the proposal.

2. Minimum Qualifications (MQ) Checklist

- a. Complete MQ checklist found in Appendix A. of this RFP and include it as an attachment to your proposal.

3. Agency Qualifications (up to 5 pages)

If agency is applying for multiple INN projects, submit agency qualifications and team qualifications for each INN project.

- a. Provide a brief description of your agency and include the following information, at minimum:
 - i. Your agency's philosophy and/or approach to implementing the INN project
 - ii. An organizational chart, as an attachment
 - iii. Your agency's experience working with the population(s) to be served and any relevant services you are currently providing.
 - iv. Any existing resources that will be leveraged for this program (e.g., physical space, tools, best practices, etc.)
- b. Describe community collaborations your agency has in place that will support outreach to and/or services to the INN project population(s) to be served.
 - i. If a collaborative or subcontractors are proposed, list each agency's responsibility for services.
- c. Describe your agency's established data collection systems, if any. Indicate your experience supporting program evaluations.

4. Staffing Structure (up to 3 pages)

- d. Describe the staffing structure you are proposing to provide the INN project(s) expected services and include the following information at minimum:
 - i. Qualifications of any existing staff that will support the start-up and implementation of the INN project(s).
 - ii. Describe how you will ensure that all existing and new staff reflect the values and principles described in this RFP.
 - i. Attach your Cultural Competence Plan if available.
 - iii. Describe how your agency will address staff shortages and staff retention.

5. Budget (use attached template) & Budget Narrative (attachment, up to 1 page)

The County intends to award this contract to the agency that it considers will provide the best overall program services. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

6. Additional Attachments

Provide additional documents deemed necessary to support your proposal, as attachments. These will not count towards the maximum page limit for your proposal and should include any plans, policies and procedures, organizational charts, resumes, etc.

NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.

IV. Evaluation and Selection Criteria

A. MINIMUM QUALIFICATIONS

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract. Proposer is defined as the lead agency that is proposing on this RFP.

1. Minimum Qualifications

Proposers must meet the following:

- a. Minimum of three (3) years of experience in providing community-based behavioral health services, which may include prevention, early intervention, treatment, and/or recovery services as relevant to the INN project(s) for which the agency is applying.
- b. Minimum of three (3) years of experience providing culturally responsive services to communities from diverse backgrounds.
- c. Demonstrated language ability and/or capacity to provide services to the population(s) to be served.
- d. Proposer is registered and in good standing with [SAM.gov](https://sam.gov)
 - i. In order for an agency to pass the minimum qualifications and to be considered for contract award the agency will be in good standing with Federal Government agencies and the State of California. Agencies that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

B. SELECTION CRITERIA

The proposals that meet the minimum requirements stated in section IV. A. Minimum Qualifications of this RFP will be reviewed and scored by an RFP Evaluator Panel comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below for a total proposal score of up to 50 points. Agencies with the highest scoring proposals may be interviewed to make the final selection.

1. History of Proposer (up to 10 points)

- a. Proposer demonstrates expertise in delivering relevant community-based behavioral health services to the population(s) to be served by the program.
- b. Agency has demonstrated record of positive community collaboration with relevant stakeholders.
- c. Agency has a positive track record in contract compliance, including meeting accounting and record-keeping requirements.

2. Agency and Staff Qualifications (up to 20 points)

- a. The agency's approach to service delivery matches the values and principles described in this RFP.
- b. Staffing structure proposed is sufficient to meet the INN project(s) service requirements
- c. Existing staff have direct experience working with the population(s) to be served.
- d. There is a staff training plan that reflects the values of the program and a plan to address staff challenges related to vacancies and retention.

3. Approach and Cultural Responsiveness (up to 5 points)

- a. The agency has a history of serving culturally diverse populations and specifically the population(s) to be served by the program.
- b. The proposal includes a Cultural Competence Plan and/or other relevant documents.

4. Program Evaluation, Tracking and Reporting (up to 5 points)

- a. Data collection, tracking, data entry, and other reporting experience is sufficient to support the MHSA INN evaluation requirements as described in the RFP.

5. Budget (up to 10 points)

- a. The budget aligns with available resources.
- b. There is detailed and clear explanation of the service costs; the costs are realistic and include other revenue sources.
- c. The service proposal leverages resources and partnerships to maximize services and reach.

V. Instructions to Proposers

A. PRE-PROPOSAL CONFERENCE

Proposers are encouraged to attend a pre-proposal conference on **February 6, 2023**, at **1:00 pm to 2:00 pm**. RSVP to KLorica@smcgov.org no later than February 3, 2023 if you plan to attend and to receive a meeting invite emailed directly to you. Or call in (audio only) +1 628-212-0105,,596861899# United States, San Francisco, Phone Conference ID: 596 861 899#

All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please post them on Public Purchase.

All attendees must be pre-registered by contacting Brad Johnson, Contracts Manager at brjohnson@smcgov.org.

B. COMMUNICATIONS

As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

C. CONTRACT AWARD

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

1. Award Procedure

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

2. Notice of Intent to Award

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

3. Commencement of Performance

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

VI. Terms and Conditions for Receipt of Proposals

A. ERRORS, OMISSIONS, AND INQUIRIES REGARDING THE RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. OBJECTIONS TO RFP TERMS

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph will constitute a complete and irrevocable waiver of any such objection.

C. ADDENDA

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer will be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

D. TERM OF PROPOSAL

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. REVISION OF PROPOSAL

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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

F. ERRORS AND OMISSIONS IN PROPOSAL

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. WITHDRAWAL OF PROPOSALS

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

H. NO COMMITMENT

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

I. FINANCIAL RESPONSIBILITY

The County accepts no financial responsibility for any costs incurred by a agency in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

J. ESTIMATED QUANTITY

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

K. PUBLIC RECORD

1. General

- a. All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this RFP will be a public record.
- c. Submission of any materials in response to this RFP constitutes:
 - i. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - ii. Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - iii. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - iv. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

2. Confidential Information

- a. The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

- d. Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. RESERVATIONS OF RIGHTS BY THE COUNTY

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- 1. Waive or correct any defect or informality in any response, proposal, or proposal procedure.
- 2. Reject any or all proposals.
- 3. Reissue a Request for Proposals.
- 4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the proposals.
- 5. Procure any materials, equipment or services specified in this RFP by any other means; or
- 6. Determine that no project will be pursued.

M. NO WAIVER

No waiver by the County of any provision of this RFP will be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. COOPERATIVE AGREEMENT (PIGGYBACK)

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

This clause in no way commits any SMC affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result., It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates will be understood to be transactions between that organization and the awarded contractor; SMC will not be responsible for any such contracts.

VII. Protest Procedures

A. PROTEST OF NON-RESPONSIVENESS DETERMINATION

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any agency that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

B. PROTEST OF CONTRACT AWARD

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any agency that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

C. DELIVERY OF PROTESTS

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protests@smcgov.org

Subject: RFP Name and Number

Appendix A – Minimum Qualifications Checklist

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

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

Minimum Qualifications

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

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

Required Registration

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

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

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

Signature: _____

Date: Click or tap to enter a date.

Appendix B: Budget Worksheet

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

ENCLOSURE 1

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

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

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

* * *

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

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

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

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

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall

make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed DOLLARS (\$____). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2017.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

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

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

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

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

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

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws,

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with

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

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)*

13. Compliance with County Employee Jury Service Ordinance

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

pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

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

In the case of Contractor, to:

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

18. Electronic Signature

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

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

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

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[CONTRACTOR NAME]

Date: _____

ENCLOSURE 2 – STANDARD ADMINISTRATIVE REQUIREMENTS

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

A. CalOMS Prevention Data Collection and Reporting (AOD only)

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

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

C. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement.

Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours

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

4. Critical Incident Reporting

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

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

5. Ineligible Employees (PROVIDERS WITH EMPLOYEES)

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

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

a. Office of Inspector General

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

b. California Department of Health Care Services

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

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

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

6. Compliance Plan and Code of Conduct

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

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

7. Fingerprint Compliance

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

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

D. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner).
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those

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

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

I. Payment

1. Maximum Obligation

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

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

2. Rates

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

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

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

2. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments.
 3. If it is determined that the Contractor has not met the Major Activities deliverables by the required Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.
- K. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- L. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- M. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions. **BOARD LEVEL ONLY**
- N. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- O. In the event this Agreement is terminated prior to June 30, XXXX, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- P. Monthly Invoice and Payment

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

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

AOD:

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

ALL OTHER CONTRACTS:

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

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

R. County May Withhold

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

S. Inadequate Performance

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

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

T. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ENCLOSURE 3

NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE

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

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

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

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

Sincerely,

Behavioral Health & Recovery Services Contracting Department

ORDINANCE NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

* * * * *

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

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

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

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

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

2.88.020 Definitions

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

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

2.88.030 Covered Contract Requirements and Certification

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

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

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance ("LWO"), including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Program.
- (e) During the term of a Covered Contract, the Contractor or Subcontractor shall maintain documentation demonstrating every Covered Employee is being paid the Living Wage while providing Services pursuant to the Covered Contract. Such documentation must be retained for at least two (2) years following completion or termination of the Covered Contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the Covered Contract.
- (f) The County may conduct audits of Contractors and Subcontractors to ensure compliance with this Ordinance. For purposes of this Ordinance, audits shall be:
 - 1. Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 - 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 - 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.

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

2.88.040 Living Wage Rate

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

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

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

2.88.050 Exclusions and Exemptions from Covered Contracts

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

2.88.060 Employee Remedies

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

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

2.88.070 Employer Retaliation Prohibited

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

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

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

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

2.88.090 Powers and duties of the County Manager

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

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

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

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

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ENCLOSURE 4
Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

DEFINITIONS

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

- a. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

OBLIGATIONS AND ACTIVITES OF CONTRACTOR

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's

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

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

OBLIGATIONS OF COUNTY

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

PERMISSABLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor

ENCLOSURE 7 – ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

Date

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

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

Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

For the purposes of this chapter:

Sections:

2.84.010 - Definitions.

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

2.84.020 - Discrimination in the provision of benefits prohibited.

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

2.84.030 - Application of chapter.

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

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

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

2.84.010 - Definitions.

state in which the employee is a resident.

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

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

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

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

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

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

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

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;

4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

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

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

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

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

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

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

(Ord. 4324, 08/15/06)

2.84.040 - Powers and duties of the County Manager.

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

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

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

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

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

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

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

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

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

(Ord. 4324, 08/15/06)

2.84.050 - Date of application.

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

(Ord. 4324, 08/15/06)

**Chapter 2.85 - CONTRACTOR
EMPLOYEE JURY SERVICE**

Sections:

2.85.010 - Definitions.

**2.85.020 - Contractor jury
service policy.**

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

2.85.040 - Date of application.

2.85.010 - Definitions.

For the purposes of this chapter:

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

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

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

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

(Ord. 4324, 08/15/06)

**2.85.020 - Contractor jury service
policy.**

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

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

- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - 1. Award of a contract or amendment is necessary to respond to an emergency;
 - 2. The contractor is a sole source;
 - 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

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

- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

(Ord. 4324, 08/15/06)

2.85.030 - Powers and duties of the County Manager.

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

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

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

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

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

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

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

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

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

(Ord. 4324, 08/15/06)

2.85.040 - Date of application.

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

(Ord. 4324, 08/15/06)

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

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

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

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

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

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

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

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