

## NOTIFICATION OF AMENDMENT TO RFP

On May 25, 2018, a Proposers' Conference was held to allow potential respondents the opportunity to ask questions and get clarification regarding information contained in the Outreach Collaboratives for North County and East Palo Alto Regions RFP. During the conference it was pointed out that there was an error on page 17 of the RFP, under section B. Submission of Proposals. The RFP references line spacing of 1.5 when it should have been reflected as 1.15. At the same time, attendees of the conference requested a change in the number of pages allowed for the proposal narrative, citing that 10 pages wasn't enough to adequately describe all partners involved in the proposal. It was mutually decided that the number of pages would be increased to 20.

The RFP for Outreach Collaboratives for North County and East Palo Alto Regions is hereby amended to reflect the change in line spacing and in the number of pages allowed in the narrative response.

If you have any questions regarding this change, please contact me.

Sincerely,



Susann Reed, Contract Manager  
Behavioral Health and Recovery Services  
650-573-2226



## NOTICE OF REQUEST FOR PROPOSALS OPPORTUNITY

Dear Prospective Proposer:

The Behavioral Health and Recovery Services Division of the San Mateo County Health System is soliciting proposals from qualified and interested providers for the provision of Behavioral Health Outreach Collaboratives for North County and East Palo Alto Regions. The Request for Proposals for these services can be viewed and downloaded by going to [www.smchealth.org/bhrs/rfp](http://www.smchealth.org/bhrs/rfp). If unable to download, paper copies of the RFP may be requested via email – [sreed@smcgov.org](mailto:sreed@smcgov.org).

All interested parties are invited to attend the non-mandatory proposers' conference to be held on Friday, May 25, 2018 from 2:30 pm – 3:30 pm in room 201 at 2000 Alameda de las Pulgas in San Mateo. *Please R.S.V.P. to [sreed@smcgov.org](mailto:sreed@smcgov.org), if you plan to attend.*

The deadline for submitting a proposal is 4:00 P.M. PST on June 18, 2018.

Sincerely,

*Susann Reed*

Susann Reed  
Contract Manager  
Behavioral Health and Recovery Services



# REQUEST FOR PROPOSALS



## BEHAVIORAL HEALTH OUTREACH COLLABORATIVES FOR NORTH COUNTY AND EAST PALO ALTO REGIONS

RFP # 2018-004

County of San Mateo Behavioral Health &  
Recovery Services

Release Date: May 9, 2018

Responses must be received  
by 4:00 p.m. Pacific Standard Time  
on June 18, 2018

**REQUEST FOR PROPOSALS  
FOR  
BEHAVIORAL HEALTH OUTREACH COLLABORATIVES FOR  
NORTH COUNTY AND EAST PALO ALTO REGIONS**

Interested vendors must register online with the County at  
<http://www.smchealth.org/bhrs/rfp>

**PROPOSALS MAY NOT BE ACCEPTED AFTER JUNE 18, 2018**

***Note regarding the Public Records Act:***

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

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

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## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks collaboratives of providers of behavioral health outreach services for the North county and East Palo Alto regions. Previously, the outreach collaborative services for the two regions were in separate RFPs, but have now been combined into one RFP to support the coordination of programmatic goals, expected outcomes and evaluations across the broader outreach collaborative strategy and provide a more streamlined and expeditious process. The target start date and term for the proposed services is July 1, 2018 through June 30, 2021, subject to negotiation of a final agreement.

### **B. ORGANIZATIONAL BACKGROUND**

San Mateo County Behavioral Health and Recovery Services provides a continuum of services for children, youth, families, adults and older adults for the prevention, early intervention and treatment of serious mental illness and/or substance use conditions. We are committed to supporting treatment of the whole person to achieve wellness and recovery, and promoting the physical and behavioral health of individuals, families and communities we serve.

#### **Vision**

Individuals, families, and communities fulfill their promise and successfully pursue their dreams in a society where stigma and discrimination against those with mental illness and/or alcohol and drug addiction are remnants of the past.

#### **Mission**

We build opportunities for people with or at risk of alcohol and drug addiction and mental health challenges to achieve wellness and/or recovery through partnership, innovation, and excellence.

#### **Values**

- *Potential*  
We are inspired by the individuals and families we serve, their achievements and potential for wellness and recovery.
- *Power*  
The people, families, and communities we serve and the members of our workforce guide the care we provide and shape policies and practices.
- *Partnerships*  
We can achieve our mission and progress towards our vision only through mutual and respectful partnerships that enhance our capabilities and build our capacity.
- *Performance*

We use proven practices, opportunities, and technologies to prevent and/or reduce the impacts of mental illness and addiction and to promote the health of the individuals, families and communities we serve.

### **C. THE REQUEST FOR PROPOSAL PROCESS**

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

## **SECTION II – SCOPE OF WORK**

### **A. DESCRIPTION**

The purpose of this RFP is to identify a collaborative(s) of community-based agencies to provide culturally appropriate outreach, psycho-education, screening, referral and warm hand-off services in collaboration with San Mateo County Behavioral Health and Recovery Services (BHRS). Proposals submitted must demonstrate a collaboration with community-based agencies with a lead agency identified. The services will be provided in the following two regions of San Mateo County and targeted to marginalized ethnic, linguistic and cultural communities in each respective region as listed:

1. East Palo Alto region – Latino, African American, Pacific Islander and Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) community.
2. Northern region of the county including Pacifica – Chinese, Filipino, Latino, Pacific Islanders, and LGBTQ community.

The two main objectives of these services are to:

1. Identify and engage unserved seriously emotionally disturbed (SED) children and/or adults and older adults who have a serious mental illness (SMI) or are at risk of higher level of care services due to a mental illness. Engagement should be early in the onset of these conditions and culturally appropriate.
2. Build bridges between BHRS, service organizations and marginalized ethnic, cultural and linguistic communities that experience health inequities and barriers to culturally appropriate behavioral health services.

Proposals submitted in response to this RFP shall satisfy all requirements outlined herein.

## **B. AUTHORITY**

The California Code of Regulations (CCR), Title 9, Chapter 3 (Community Mental Health Services under the Short-Doyle Act), contains the following section:

Supervision by Behavioral Health Director

The local Director shall maintain general supervision over all local Mental Health Services through direct operation of the services or by written agreement with the person or agency providing the service. Such arrangement shall permit the local Director to supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served.

## **C. BACKGROUND**

The Mental Health Services Act (MHSA), Proposition 63 approved in 2004, provides funding to Counties for mental health services by imposing a 1% tax on personal income in excess of \$1 million. Activities funded by MHSA are grouped into components, and the Community Services and Supports (CSS) component was created to provide direct services to individuals with severe mental illness for services focused on recovery and resilience while providing clients and families an integrated service experience. CSS has three service categories: 1) Full Service Partnerships; 2) General System Development Funds; and 3) Outreach and Engagement. The MHSA Outreach and Engagement strategy increases access and improves linkages to behavioral health services for unserved communities.

The requirement of this RFP is based on two key models of community engagement, the community outreach worker model and community-based organization collaboration.

1. Outreach Workers (also known as promotores/health navigators) connect with and facilitate access for marginalized populations through culturally and language appropriate outreach and education and providing linkage and warm hand-off of individuals to services. Outreach Workers are usually members of the communities within which they outreach to. They speak the same language, come from the same community and share life experiences with the community members they serve. Outreach Workers use a variety of methods to make contact with the community. From group gatherings in individuals' homes to large community meetings, and make direct contact with target audiences, warm hand-



offs and convey crucial information to provide community support and access to services.

2. Strong collaborations with local community-based agencies and health and social service providers are essential for cultivating a base of engaged community members. Organizations leverage their influence, resources, and expertise, especially in providing services that address cultural, social and linguistic needs of the community. Collaboratives benefit from having regular meetings to share resources and problem solve, having a clearly defined infrastructure and consistent strategy and, offering ongoing presence and opportunities for community members to engage in services.

#### **D. SCOPE OF WORK AND SPECIFICATIONS**

##### **1. Program Goals**

- a. Increase access for marginalized ethnic, cultural and linguistic communities accessing and receiving behavioral health services. The collaboratives will facilitate connections between people who need mental health and substance abuse services to responsive programming (e.g. Parent Project, Mental Health First Aid, WRAP, support services, etc.) and/or treatment. Specifically, looking at how to increase access for children with SED and adults and older adults with SMI or at high risk for higher level of care due to mental illness. The selected contractor(s) will use data collection outreach forms developed by BHRS to collect information about the outreach activities, number of individuals reached, referral outcomes and demographics of individuals engaged in meaningful outreach. These forms will be data entered by the contractor(s) into an online survey portal on a monthly basis. A sample of the Outreach Form already in use is included with this RFP as Attachment A. Additionally, the selected contractor(s) will use the data to inform responsive support services and referrals provided (e.g. to at-risk for homelessness, older adults and/or emerging communities Arab-American, LGBTQ, etc.).
- b. Strengthen collaboration and integration. Establish effective collaborative relationships with culturally and linguistically diverse agencies and community members to enhance behavioral health capacity and overall quality of services provided to diverse populations. The Collaboration will improve communication and coordination among community agencies involved and with broader relevant efforts such as the Community Service Areas (CSA) and the Office of Diversity and Equity (ODE), Health Equity Initiatives (HEI) and others Program Description.

- c. Establish strong linkages between the community and BHRS. It is expected that there will be considerable collaboration that would include but not be limited to mutual learning. The Outreach Workers will receive trainings from BHRS and the Office of Diversity and Equity to support outreach activities as needed (e.g. Using Cultural Humility in Asking Sexual Orientation Gender Identity Questions, Health Equity Initiative sponsored trainings, etc.) Partnership with the regional clinic(s), ACCESS referral team and many other points of entry to mental health services will be prioritized by BHRS. Likewise, the collaborative agencies and outreach workers will work with BHRS regarding strategies to improve access to behavioral health services. They will build linkages between community members and BHRS to share vital community information through the participation in input sessions, planning processes and/or decision-making meetings (e.g. boards and commissions, steering committees, advisory councils, etc.)
  
- d. Reduce stigma, including self-stigma and discrimination related to being diagnosed with a mental illness, substance abuse disorder or seeking behavioral health services. The Outreach Workers will make services accessible, welcoming and positive through community approaches that focus on recovery, wellness and resilience, use of culturally appropriate practices including provision of other social services and engaging family members, speaking the language, efforts that address multiple social stigmas such as race and sexual orientation, and employment of peers. Specific anti-stigma activities can include, but not limited to, community wide awareness campaigns, education and training, etc.

## 2. Program Description

The Community Collaboratives of North County and East Palo Alto regions are an ongoing effort with BHRS funded by the Mental Health Services Act (MHSA). The Outreach Collaboratives will build bridges between BHRS and service organizations and marginalized ethnic, cultural and linguistic communities that experience health inequities and barriers to culturally appropriate behavioral health services. Specifically, culturally appropriate outreach will support the identification and engagement of unserved seriously emotionally disturbed (SED) children and/or adults and older adults who have a serious mental illness (SMI) or are at risk of higher level of care services due to a mental illness in marginalized communities.

- a. Outreach in the north county region including Pacifica will target ethnic communities such as: Chinese, Filipino, Latino, African American/Black, Pacific Islander and LGBTQ communities of all ages. The 2016 census

estimates for race/ethnicity makeup of the north county region including Pacifica are as follows:

Race/ Ethnicity	Daly City/ Colma Population	Pacifica Population	% of Total Population
Caucasian/White	23,700	24,880	33%
Filipino	34,245	3,252	26%
Hispanic (any race)	25,570	7,122	22%
Chinese	20,111	2,647	16%
African American/Black	3,448	807	3%
Native Hawaiian and Other Pacific Islander	1,008	518	1%

- b. Outreach in East Palo Alto region will target primarily Latino, African American, Pacific Islander, LGBTQ and youth communities of all ages. The 2016 census estimates for race/ethnicity makeup of the East Palo Alto region are as follows:

Race/ Ethnicity	East Palo Alto	% of Total Population
Hispanic (any race)	18,647	64%
Caucasian/White	11,142	38%
African American/Black	3,650	12%
Native Hawaiian and Other Pacific Islander	2,899	10%

Demographic data on sexual orientation and gender identity (SOGI) is scarce. Data sources collect SOGI variables and not the full spectrum of data. The California Health Interview Survey from UCLA, collects annual data via telephone on four levels of sexual orientation (straight/heterosexual, gay/lesbian, bisexual and not sexual/celebrate).

Sexual Orientation	San Mateo	California
Straight, heterosexual	95.9%	93.3%
Gay, lesbian	2.4%	2.1%
Bisexual	1.4%	2.9%
Not sexual/celebrate/none/other	.4%	1.7%

BHRS expects to improve and expand on existing efforts, knowledge, relationships, and infrastructure of community based organizations in each of the regions. Cultural/ethnic and linguistic communities have differing needs and differing ways of talking about behavioral health issues. The Outreach Workers should be representative of the target populations, bilingual and bicultural, and trusted by the community. The sponsoring community based organization(s) should also be a trusted source of essential community resources.

Another key component is agency collaboration and mutual exchange of knowledge that can be used to also reach those that have not been served by the behavioral health system of care.

Specifically, the outreach collaboratives aim to achieve the following:

- i. Identify and increase timely access for SMI/SED clients to behavioral health services;
- ii. Develop targeted outreach activities including screening to support community members that are at risk for SMI/SED;
- iii. Increase the number of marginalized ethnic, cultural and linguistic communities (non SMI/SED) accessing and receiving behavioral health and social support services;
- iv. Increase the number of individuals and families enrolled in insurance (e.g. MediCal, ACE);
- v. Implement and/or co-sponsor ethnic/racial and linguistically appropriate anti-stigma events in the community;
- vi. Provide responsive services, supports and/or linkages based on community needs;
- vii. Convene, build and maintain strong collaborations among community-based providers, community members, peers and family members;
- viii. Develop and maintain partnerships and collaborations with non-traditional providers (ex. faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers, etc.);
- ix. Increase community behavioral health capacity by providing basic psycho-educational activities (e.g. parenting groups, WRAP groups, domestic violence support groups) to community members and their families;
- x. Increase coordination across BHRS outreach efforts (e.g. CSA's, ODE and HEI's);
- xi. Increase representation and community voice in BHRS processes including public decision-making meetings;
- xii. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population;
- xiii. Develop an annual plan to meaningfully engage target communities, promote behavioral health services and build awareness and reduce stigma and discrimination related to behavioral health;
- xiv. Participate in evaluation, data collection and reporting activities as requested to learn from outreach and engagement efforts for the identified community groups.

### 3. Population to be Served

Marginalized communities, youth and families in north county region, (primarily Chinese, Filipino, Latino, Pacific Islanders, and LGBTQ) and in the East Palo Alto

region (primarily Latino, African American, Pacific Islander, LGBTQ) youth and families.

#### 4. Staffing

BHRS expects the community-based contractor(s) selected to leverage existing efforts and to identify outreach workers representing each of the targeted ethnic/cultural and linguistic communities.

##### Outreach Workers characteristics and skills

- a. Experience serving racial/ethnic, cultural and linguistic needs of target communities
- b. Shared and/or lived experiences (or family members with lived experience) with the community members they are serving
- c. Familiarity with behavioral health resources (i.e. crisis, psychoeducational classes, ACCESS line, BHRS clinics and programs non-clinical services offered through the Office of Diversity and Equity, Office of Consumer and Family Affairs and others, and the general system of care, etc.)
- d. Experience with behavioral health outreach and engagement, linking potential clients to services including providing warm hand-offs and/or supporting individuals in taking the steps necessary to access services
- e. Conducting community educational/informational presentations

##### Expectations of Outreach Workers

- a. Connect individuals (and their families as needed) who may need behavioral health services to appropriate services, for assessment and follow up treatment as needed.
- b. Perform initial screening (intake such as PHQ-9 or other) when appropriate and consult with clinical staff to ensure appropriate mental health referral outcomes and address any engagement issues with hard to reach clients
- c. Facilitate warm hand-off and follow-ups of SMI/SED identified individuals to appropriate behavioral health services.
- d. Provide mental health information, education, and resources as needed.
- e. Assist clients in applying for insurance coverage and/or other ancillary services as needed.
- f. Identify and collaborate with community based entities, both public and private and schools to facilitate outreach and engagement services.
- g. Identify a network of local providers/support services that can provide culturally sensitive services.
- h. Build relationships with the BHRS ACCESS team and other behavioral health resources to help with referrals and linkages.
- i. Lead psycho-education classes, workshops and forums as needed.
- j. Participate in ongoing improvement of outreach worker activities and identify needs/gaps within the target communities.
- k. Participate in quarterly Outreach Collaborative community meetings.
- l. Participate in monthly relevant Health Equity Initiatives (HEI) and Community Service Area (CSA) meetings to facilitate collaboration and co-sponsoring of outreach and engagement activities.

- m. Work with BHRS as needed to develop a tracking and referral system for potential SMI individuals linked to behavioral health care services.
- n. Help build linkages between community members and BHRS through sharing vital community information at MHSA and other BHRS input sessions and/or decision-making meetings (e.g. boards and commissions, steering committees, advisory councils, etc.)
- o. Attend trainings sponsored by BHRS and other partner agencies that support outreach activities.
- p. Conduct data collection, data entry of outreach events, and activities and support evaluation and annual reporting activities.

#### 5. Data Collection, Reporting and Evaluation

Contractor will use data collection forms provided by BHRS to collect information about individuals that were meaningfully engaged, service delivery or activities conducted, referral outcomes and demographic information. These forms will be data entered by the contractor(s) into an online survey portal on a monthly basis. A sample of the Outreach Form already in use is included with this RFP as Attachment A.

Data collected will be analyzed by BHRS independent contractor on an annual basis to inform responsive support services (e.g. to at-risk for homelessness, older adults and/or emerging cultural communities) and to submit as part of the MHSA Annual Report. A monthly data entry report will be provided to the contractors to ensure timely and accurate data entry and a quarterly data output report will be provided to the collaborative(s) to support planning and implementation of appropriate activities.

Contractor is expected to participate in any evaluation activities as determined by BHRS. Previously, focus groups and key interviews were conducted to assess the impact of the collaborative approach.

The contractor will be required to submit a year-end report due by the fifteenth (15<sup>th</sup>) of August each fiscal year. See Attachment B, MHSA Program Annual Reporting Template.

#### **E. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for two years, with the term tentatively to begin July 1, 2018 and end June 30, 2021. Included in this RFP is the option to renew for an additional two (2) years pending program evaluation, availability of funding, and division approval.

#### **F. FUNDING**

The total amount available for Outreach Collaborative services is \$360,000; \$210,000 for the north region and \$150,000 for the East Palo Alto region for each twelve (12) month fiscal year. It is expected that the north county region will serve a

much larger proportion of the Outreach Collaborative strategy (estimated population 145,927) including the cities of Colma, Daly City, and Pacifica, which is five times that of East Palo Alto region. Payment for these services shall be made on a cost reimbursement basis.

### **SECTION III – GENERAL TERMS AND CONDITIONS**

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

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

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

**Questions and Responses Process.** All questions regarding this RFP must be submitted in writing and contain a contact name and address, fax, or e-mail for response. Questions must be received by BHRS no later than **4:00 pm on May 23, 2018** All questions and answers (Q&A) will be distributed before the application due date to applicants who participated in the Proposers' Conference. The Q&A will also be posted on the BHRS website. **No telephone consultation will be provided.**

Submit questions to:  
Susann Reed, Contract Manager  
Behavioral Health and Recovery Services  
2000 Alameda de las Pulgas, Ste. 280  
San Mateo, CA 94403  
Fax: 650-573-2110  
Email: [sreed@smcgov.org](mailto:sreed@smcgov.org)

It is the responsibility of each proposer to register and check the website (<http://www.smchealth.org/bhrs/rfp>) for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

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

**Friday, May 25, 2018**  
2:30 p.m. – 3:30 p.m.  
2000 Alameda de las Pulgas, Room 201

During the Proposer Information Conference, the County will distribute responses to questions received prior to the Conference and may respond to additional questions received during the Conference. The County may choose to provide additional information following the Conference.

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

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

**Selection of Provider(s).** The selection of a provider will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

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

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



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

**Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. See Section 13, Compliance with County Employee Jury Service Ordinance, in the Standard Contract Template enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Living Wage.** Unless subject to a specific exemption under the Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts. Please see Chapter 2.88 of the San Mateo County Ordinance Code, a copy of which is attached to this RFP, to determine whether your contract is covered by the Ordinance or is exempt.

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

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

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

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

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

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

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

## **SECTION IV – REQUEST FOR PROPOSALS PROCEDURE**

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

### **A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	May 9, 2018
Questions Submitted to County Deadline	May 23, 2018
Proposer's Conference	May 25, 2018
Release Responses to Questions	June 1, 2018

<b>Proposal Deadline</b>	<b>June 18, 2018</b>
Formal Review of Proposals <sup>(1)</sup>	June 27, 2018
Notification of Funded Proposals <sup>(1)</sup>	July 6, 2018
Contract Negotiations Begin <sup>(1)</sup>	July 9, 2018
Protest Deadline <sup>(1)</sup>	July 13, 2018
Recommendation to Board of Supervisors <sup>(1)</sup>	September 4, 2018

(1) Dates are subject to change

## **B. SUBMISSION OF PROPOSALS**

Responses to the RFP should be typewritten or prepared on a computer and have consecutively numbered pages and include the information and format requested in Section V. The whole proposal should not exceed 20 pages not including attachments, exhibits or charts. Please use Arial 12 point font, 1" margins, and 1.15 line spacing.

One (1) signed original, one (1) electronic version (via CD, flash drive, or email), and seven (7) hard copies must be received and time-stamped prior to **4:00 p.m. June 18, 2018**. The original and seven hard/paper copies shall be submitted in a sealed envelope or box.

Submit proposals to:

Susann Reed, Contract Manager  
 Behavioral Health and Recovery Services  
 San Mateo County Health System  
 2000 Alameda de las Pulgas, Ste. 280  
 San Mateo, CA 94403

All responses become the property of the County of San Mateo and will not be returned. The County will not reimburse applicants for any expenses incurred during the development of the response to this RFP.

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

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

### **C. CONFIDENTIALITY OF PROPOSALS**

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

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

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

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

### **D. PROPOSAL EVALUATION**

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

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

1. Minimum Requirements

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. Proposals must include the following minimum requirements to be considered for evaluation:

- a. Proposal was submitted on time;
- b. Proposal is signed by authorized person;
- c. Board, or governing body, authorization letter included granting permission to submit the proposal;
- d. Staffing structure and qualifications are included;
- e. Proposal followed the requested format;
- f. Stated compliance with County RFP and contractual requirements;
- g. References.
- h. Budget

2. Program Specific Requirements

a. Qualifications and Experience

- i. Personnel: How long have key personnel been involved in similar work? Do key staff have experience with implementing services similar to those specified in this RFP?
- ii. Agency Experience: How long has the proposer and collaborative partner agencies been involved in providing these types of services/ programs? Was an organizational chart included?
- iii. Are the proposed number of staff (FTE) adequate to perform the services described in this RFP?
- iv. Do the proposer and collaborative partners have expertise in serving special populations e.g. ethnic/linguistic, dual diagnosed individuals, LGBTQ or other?
- v. What is the proposer's track record in contract compliance, including accounting and record-keeping requirements? In implementing new projects? Does the proposer have history of successfully managing contracts with public or private agencies? Does the proposer demonstrate that it has a track record of positive community collaboration and does it currently have good relationships in San Mateo County?
- vi. Ability to meet any required timelines or other requirements?
- vii. Is training and supervision sufficient to provide services?

- viii. Does the proposal address the challenges of recruiting and hiring staff in a feasible manner?
- b. Philosophy and Service Model
- i. Is there is a clearly articulated understanding of and commitment to the intent of the programs as described in the RFP including purpose, scope, population to be served, major design elements, and effective organizational structure?
  - ii. Does the proposal include a realistic implementation plan that incorporates the program values and principles described in the RFP and provide enough specificity?
  - iii. Did the proposal describe the collaboration approach to be used with community-based agencies and identify the lead agency?
- c. Customer Service and Cultural Competency
- i. Does the agency have a plan for addressing community, client grievances and/or other issues?
  - ii. Are culturally responsive practices embedded and integrated in the proposer's program and services?
  - iii. Does the agency show involvement of diverse ethnic/racial and cultural groups and clients/consumers in service planning and delivery of services?
  - iv. Is the agency's plan for providing culturally appropriate services consistent with the principles described in the RFP? Are there particular strengths in serving culturally diverse populations?
  - v. Does the agency cultural competence plan detail policies, efforts, and strategies (including training) that address the diverse cultural needs of clients, families, and the workforce?
- d. Quality/Program Evaluation
- i. Does the proposer have a current Quality Improvement Plan? Does it include both administrative and program measurement data?
  - ii. Does the plan include a process to ensure credentialing/licensing for personnel is maintained if applicable?
  - iii. Does the proposer and collaborative partners have expertise in similar program evaluation activities?

- iv. Is there appropriate and sufficient support for quality improvement and evaluation?
- v. Was an adequate contingency emergency plan included?
- e. Claims and violations against you or your organization  
Were these included?
- f. References  
Were references included? Are the references relevant to the services delivered?
- g. Statement of Compliance with County RFP and contractual requirements  
Was a statement of compliance included?
- h. Budget
  - i. Are the budget justifications, including administrative costs, reasonable?  
Are staffing patterns, including staff to client ratio, adequate?
  - ii. Are there sufficient revenues to meet the expenses? Are there other sources of revenue available for these services? (as applicable)

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

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

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

## **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the

right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

#### **F. NOTICE TO PROPOSERS**

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

#### **G. PROTEST PROCESS**

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

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

Chief of the Health System  
c/o Susann Reed, BHRS Contract Manager  
sreed@smcgov.org  
Facsimile: 650-573-2110

### **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

In addition to the submission requirements listed in Section IV.B. Submission of Proposals, the proposal should be submitted in the following format:

#### **A. GENERAL INSTRUCTIONS**

All proposals should adhere to the specified content and sequence of information described in below in D. Tabbing of Sections.



## **B. COVER LETTER**

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

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

## **C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include tabbing sections addressing the information listed below and in the order shown. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

## **D. TABBING OF SECTIONS**

### **TAB 1 Qualifications and Experience:**

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the target region(s) and marginalized ethnic, linguistic and cultural communities you intend to serve.
- 2) Provide a statement on the extent of experience/history providing the services requested by this RFP include how long your organization has been involved in providing these types of services/ programs with public and/or private agencies.
- 3) How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 4) How long have key personnel been involved in similar work? Do key staff have experience with implementing services similar to those specified in this RFP?
- 5) How many people in total are employed by your company? Delineate between employees and consultants and provide an organizational chart.

- 6) List the qualifications for each partner agency and individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.
- 7) Do the partner agencies have expertise in the intended target region(s) and marginalized ethnic, linguistic and cultural communities.

### **TAB 2 Philosophy and Service Model:**

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the target region(s) and marginalized ethnic, linguistic and cultural communities described in this RFP. Attach an implementation plan.
- 2) Describe the collaboration approach with community-based agencies and identify the lead agency.
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated in this RFP. List any items that you cannot provide.
- 4) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.

### **TAB 3 Cultural Competency and Customer Service:**

- 1) Describe how you will involve diverse ethnic/racial and cultural groups in service planning and delivery. What is your organizations plan for providing culturally appropriate services. Attach your Cultural Competency plan if available. The plan should include a description of; a) policies and practices that promote diversity, cultural humility and inclusion; b) formal forums or venues for discussing relevant issues; c) how demographic data will be collected and utilized; d) staffing objectives that reflect the diversity of the community served; e) a relevant training plan for staff.
- 2) In the event of a routine problem, who is to be contacted within your organization?

- 3) In the event of the identification of a problem by the County, its clients/patients, and/or other applicable constituents, describe how you plan to address such problems and the timeframe for addressing them.

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

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

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

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

**TAB 5 Cost Analysis and Budget for Primary Services:**

- 1) Provide a detailed explanation for all costs associated with the provisions of the requested services should you be selected.

**TAB 6 Quality/Program Evaluation:**

Each program may have specific quality/evaluation issues, below are some examples:

- 1) Describe any additional measurements/metrics/deliverables/assessments that you will provide to allow the County to assess service provision and program impact.
- 2) Describe your Quality Improvement plan. The plan should include a description of how you conduct ongoing assessment of community need and data review to inform culturally responsive program activities and continuous quality improvement.
- 3) Describe a contingency emergency plan.
- 4) Describe how your agency will maintain personnel credentialing/licensing if applicable.

## **TAB 7 References:**

- 1) List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
- 2) Provide at least three client/patient references, if applicable and appropriate, for whom you have provided more than occasional services. Include names, titles, e-mail addresses and phone numbers for these individuals.

## **TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract and the Administrative Requirements are attached to this RFP as Enclosure 1 and 2 respectively. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract and the Administrative Requirements, including but not limited to the following:

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

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

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

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

### **TAB 9 Board Authorization Letter or Resolution**

A letter from your board or governing body must be included in your response to this RFP granting authority to submit a response to whomever is completing the proposal. You may substitute a resolution from your board that includes specific language that states who has the authority to submit a response to a request for proposals, and when that authority begins and when that authority ends.

### **SECTION VI – ENCLOSURES**

Attachment A Outreach and Engagement Individual Form

Attachment B Agency Annual Reporting Form

Appendix 1 Budget Template

Enclosure 1 Sample Standard Contract Template

Enclosure 2 Standard Agreement Administrative Requirements

Enclosure 3 Living Wage Ordinance

Enclosure 4 HIPAA Requirements

Enclosure 5 Not used

Enclosure 6 Not used

Enclosure 7 Fingerprinting certification

Enclosure 8 Chapters 2.84 and 2.85

Enclosure 9 Not used

Enclosure 10 Attachment I – 504 Compliance

# Individual Outreach Form

## Agency

- TBD
- TBD
- TBD
- TBD
- TBD
- TBD
- TBD
- TBD
- 

## Basic Outreach Information

1. Date:   /   /

2. Length of contact:    minutes

3. Location (Select ONLY one):

- Office
- Field (unspecified)
- Jail/Hillcrest
- Hospital/IMD/SNF
- Homeless/Shelter
- Faith-based Church/Temple
- Health/Primary Care Clinic
- Home
- Age-specific Community Center
- Job Site
- Residential Care – Adult
- Residential Care – Children
- Mobile Service
- Non-traditional Location
- Phone
- School
- Telehealth
- Other Community Location: \_\_\_\_\_

4. What was the primary language used during outreach?

(Select ONLY one)

- English
- Spanish
- Mandarin
- Cantonese
- Tagalog
- Russian
- Samoan
- Tongan
- Another language: \_\_\_\_\_

## Individual Information

5. What is the age of the individual? (Select ONLY one)

- 0-15 years
- 16-25 years
- 26-59 years
- 60+ years
- Decline to state

6. What is the sex assigned at birth of the individual? (Select ONLY one):

- Male
- Female
- Decline to state

7. Have you been diagnosed with an intersex condition?

(Select ONLY one):

- Yes
- No
- Decline to state

8. What is the gender identity of the individual? (Select ALL that apply)

- Male/Man/Cisgender Man
- Female/Woman/Cisgender Woman
- Female-to-Male (FTM)/Transgender Male/Trans Man/Trans-masculine/Man
- Male-to-Female (MTF)/Transgender Woman/Trans Woman/Trans-feminine/Woman
- Questioning or unsure of gender identity
- Genderqueer/Gender Non-conforming/Neither exclusively male or female
- Indigenous gender identity
- Another gender identity: \_\_\_\_\_
- Decline to state

9. What is the sexual orientation of the individual? (Select ALL that apply)

- Gay, Lesbian or Homosexual
- Straight or Heterosexual
- Bisexual
- Queer
- Pansexual
- Asexual
- Questioning or unsure of sexual orientation
- Indigenous sexual orientation:
- Another sexual orientation: \_\_\_\_\_
- Decline to state

10. What is the race/ethnicity of the individual? (Select ALL that apply)

- American Indian, Alaska Native or Indigenous
- Asian
- Black or African-American
- Native Hawaiian or Pacific Islander
- White or Caucasian
- Asian Indian/South Asian
- Caribbean
- Cambodian
- Central American
- Chinese
- Mexican/Chicano
- Filipino
- Puerto Rican
- Japanese
- South American
- Korean
- Vietnamese
- Chamorro
- African
- Fijian
- Eastern European
- Samoan
- European
- Tongan
- Middle Eastern
- Another race/ethnicity: \_\_\_\_\_
- Decline to state

**11. What is the preferred language of the individual?**

(Select ONLY one)

- English
- Spanish
- Mandarin
- Cantonese
- Tagalog
- Russian
- Samoan
- Tongan
- Other: \_\_\_\_\_

**12. Does the individual have any of the following disabilities or learning difficulties?** (Select ALL that apply)

- Difficulty seeing
- Difficulty hearing or having speech understood
- Dementia
- Developmental disability
- Physical/mobility disability
- Chronic health condition
- Learning disability
- No, the individual does NOT have a disability.
- Another disability: \_\_\_\_\_
- Decline to state

**13. Is the individual:** (Select ONLY one)

- Homeless
- At risk of homelessness
- Decline to state
- N/A

**14. Is the individual a veteran?** (Select ONLY one)

- Yes
- No
- Decline to state

**15. Has the individual had a previous outreach contact with this organization?** (Select ONLY one)

- Yes
- No
- Unknown

**16. What health insurance does the individual have?** (Select ALL that apply)

- Medicare
- Medi-Cal
- Healthy Kids
- Other: \_\_\_\_\_
- No insurance
- Unknown/Decline to state

---

**Type of Contact and Disposition**

---

**17. Was the individual referred to Mental Health or System of Care services?**

- Yes (If YES, to whom: \_\_\_\_\_)
- No

**18. Was the individual referred to Substance Abuse or System of Care services?**

- Yes (If YES, to whom: \_\_\_\_\_)
- No

**19. Was the individual referred to other services?**

(Select ALL that apply)

- Emergency/Protective Service
- Financial/Employment
- Food
- Form Assistance
- Housing/Shelter
- Legal
- Medical Care
- Transportation
- Health Insurance
- Cultural, Non-traditional Care
- Other: \_\_\_\_\_
- Not referred

---

**Form Verification**

---

**20. Outreach Provider Signature:**

\_\_\_\_\_

**21. Outreach Provider Printed Name/Licensure (if any):**

\_\_\_\_\_

**MHSA Outreach Definitions**

**Individual and Group Outreach**

Outreach encounters captured for MHSA data purposes should be meaningful interactions, which means there needs to be a minimal level of information sharing. Following are some guidelines for capturing individual and group outreach interactions.

**Individual outreach** is a one-on-one interaction (in any setting) that results in individualized information sharing, a referral, specific service recommendation, etc. The interaction would need to be long enough to complete an Individual Outreach Form and have a dialogue about the individual's potential needs.

**Group outreach** can be either a group setting (workshop, group session, class, etc.) or a large event where you hand out information but the information is not personalized to those you are interacting with. Although, you will still need to interact long enough to complete the 9 questions in the Group Outreach Form.

*Example #1: handing out a flyer/sheet of information to someone passing by your booth/table at a health fair would NOT count as an outreach encounter.*

*Example #2: a collaborative event with all partners involved should be reported by each agency following the guidelines above, which means some individuals that attend the event will not be captured in the outreach data set. The overall event will be reported separately as a Collaborative effort in narrative.*

**Homeless and At-Risk of Homelessness (individual, families, children, youth)**

To remain consistent with definitions\* being used by other partners and homelessness efforts in East Palo Alto (CSA, EPA Homeless Drop-In Center Subcommittee, Ravenswood School District), the following summary will be used to identify someone as homeless or at-risk of homelessness, which include all unstable living situations due to financial hardships, loss of housing or other reasons.

**Homeless**

- Living on the streets or abandoned buildings, vehicles, camping grounds or other unstable housing situation
- Staying in a shelter, mission, single room occupancy (motels, hotels)
- “Doubled up” or staying with others (families, friends) because unable to maintain their own housing
- Are to be released from an institution (prison, hospital, etc.) and do not have a stable situation to return to

**At Risk of Homelessness**

- Are fleeing or attempting to flee domestic violence or other similar situations and lack resources and networks to obtain permanent housing
- Will lose their residence within two weeks and have no resources or supports to obtain permanent housing

\*Full definitions from HUD, NHCHC and the US Department of Education





# MHSA FUNDED PROGRAMS ANNUAL REPORT

Please complete the following report by August 15<sup>th</sup> of each year for previous fiscal year (July 1– June 30) program services. Email report to [mhsa@smcgov.org](mailto:mhsa@smcgov.org).

## AGENCY INFORMATION

Agency Name: \_\_\_\_\_ MHSA-Funded Program Name: \_\_\_\_\_  
Program Manager Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## PROGRAM DESCRIPTION

In 300-500 words, please provide a description of your program, include:

- 1) Program purpose
- 2) Target population served
- 3) Primary program activities and/or interventions provided

## OUTCOME DATA & PROGRAM IMPACT

Please provide information and any data collected about changes in health outcomes of clients served.

**Data:** How does your program advance any of the following MHSA Intended Outcomes?

- Reducing the duration of untreated mental illness
- Preventing mental illness from becoming severe and disabling
- Reducing any of the following negative outcomes that may result from untreated mental illness:
  - Suicide
  - Prolonged suffering
  - Incarcerations
  - Homelessness
  - School failure or dropout
  - Removal of children from their homes
  - Unemployment

**Narrative:** Please describe how your program:

- 1) Improves timely access & linkage to treatment for underserved populations
- 2) Reduces stigma and discrimination
- 3) Increases number of individuals receiving public health services
- 4) Reduces disparities in access to care
- 5) Implements recovery principles

## SUCSESSES

Is there a particular intervention your program is especially proud of? We encourage client stories as an example of program success. If a client story is used, with appropriate consent, please include pictures and/or quotes from the client to help us personalize your program and the report.

## CHALLENGES

Have there been any challenges in implementing certain program activities and/or interventions? What are some solutions to mitigate these challenges in the future?

## UNDUPLICATED CLIENT INFORMATION & DEMOGRAPHICS

Number of unduplicated clients served:

Number of unduplicated families served:

Please provide demographic data of clients served as described in the attached client demographic survey and plans to collect data currently not collected:

# Appendix 1: Budget Worksheet

San Mateo County Behavioral Health and Recovery Services Budget Worksheet				Yr. 1	Yr 2	Yr 3
<b>A. Expenditures</b>						
<b>1. Personnel Expenditures</b>						
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						
<b>2. Operating Expenditures</b>						
a. Rent						
b. Utilities						
c. Administrative Expense						
i. General Office Supplies (paper, toner, postage, etc.)						
ii. Janitorial						
iii. Bookkeeping/Accounting						
iv. Staff development (training, conferences, meetings)						
v. Insurance						
vi. Equipment maintenance						
vii. Other - describe						
viii. Other - describe						
ix. Other - describe						
x. 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						
<b>B. Revenues – if applicable</b>				<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>
a. Grants						
b. Donations						
c. Other Revenue						
<b>Total Revenues</b>						
<b>C. Start-Up Costs</b> (describe in budget narrative)						
a.						
b.						
c.						
d. Subtotal One-Time Start-Up Costs					N/A	N/A
<b>D. Total Proposed Operational Budget</b>						

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 10<sup>th</sup> 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 15<sup>th</sup> for the previous fiscal year.

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

C. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

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

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

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

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

#### 4. Critical Incident Reporting

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

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

#### 5. Ineligible Employees (PROVIDERS WITH EMPLOYEES)

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

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

a. Office of Inspector General

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

b. California Department of Health Care Services

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

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

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

#### 6. Compliance Plan and Code of Conduct

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

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

#### 7. Fingerprint Compliance

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

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

#### D. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or [jafrica@smcgov.org](mailto: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 31<sup>st</sup>, 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 31<sup>st</sup>, 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](mailto: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.

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

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



### **2.88.050 Exclusions and Exemptions from Covered Contracts**

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

### **2.88.060 Employee Remedies**

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

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

#### **2.88.070 Employer Retaliation Prohibited**

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

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

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

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

#### **2.88.090 Powers and duties of the County Manager**

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

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

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

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

\* \* \* \* \*

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

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**DEFINITIONS**

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

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

**OBLIGATIONS AND ACTIVITES OF CONTRACTOR**

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

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

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

### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

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

### **OBLIGATIONS OF COUNTY**

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

### **PERMISSABLE REQUESTS BY COUNTY**

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

### **DUTIES UPON TERMINATION OF AGREEMENT**

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

### **MISCELLANEOUS**

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

**ENCLOSURE 7 – ATTACHMENT E**

**FINGERPRINTING CERTIFICATION**

Contractor hereby certifies that 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: (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.

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## **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."