



SAN MATEO COUNTY HEALTH

## BEHAVIORAL HEALTH & RECOVERY SERVICES

2000 Alameda de las Pulgas  
Suite 280  
San Mateo, CA 94403  
[smchealth.org](http://smchealth.org)

### NOTICE OF REQUEST FOR PROPOSALS OPPORTUNITY

Dear Prospective Proposer:

The Behavioral Health and Recovery Services Division of the San Mateo County Health Department is soliciting proposals from qualified and interested providers to run a Co-Housing program. The Co-Housing program will be run by two different organizations. One will be Property Management services and the other Service Provider services. The two organizations will choose to work together and submit a joint proposal.

<https://www.publicpurchase.com/>

If you are unable to download a copy of the RFP, you may request that a copy be sent directly to you via email using the following address: [brjohnson@smcgov.org](mailto:brjohnson@smcgov.org).

All interested parties are invited to attend the non-mandatory Proposers' Conference to be held on Thursday December 15, 2022 from 11:00 a.m. – 1:00 p.m. PST. RSVP to [brjohnson@smcgov.org](mailto:brjohnson@smcgov.org) no later than December 12, 2022 if you plan to attend and to receive a meeting invite emailed directly to you. You may also join the Microsoft Teams Meeting using the following dial-in number:

[+1 628-212-0105,,326208491#](tel:+16282120105326208491)  
United States, San Francisco  
Phone Conference ID: 326 208 491#

The deadline for submitting a proposal is 4:00 P.M. PST on January 27, 2023.

Sincerely,

*Brad Johnson*

Brad Johnson, Contract Manager  
Behavioral Health and Recovery Services  
Email: [brjohnson@smcgov.org](mailto:brjohnson@smcgov.org)





**County of San Mateo**

**Request for Proposals (RFP) for**

**CO-HOUSING SERVICES**

RFP No. 2022-002

Date issued:	<b>NOVEMBER 14, 2022</b>
Questions due:	<b>December 5, 2022</b>
Pre-Proposal conference:	<b>December 15, 2022</b>
Proposal due:	<b>January 27, 2023 4:00p.m. PST</b>

**RFP Contact:** Brad Johnson, Contracts Manager  
BrJohnson@smcgov.org

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- Enclosure 1 - Standard Terms and Conditions, Sample Agreement
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- Enclosure 4 - HIPAA Requirements
- Enclosure 5 - NOT USED
- Enclosure 6 - NOT USED
- Enclosure 7 - Fingerprinting certification if applicable
- Enclosure 8 - Chapters 2.84 and 2.85 if applicable
- Enclosure 9 - NOT USED
- Enclosure 10 – Attachment I – 504 Compliance

## **I. Introduction and Schedule**

### **A. GENERAL**

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi<sup>2</sup> and is home to nearly 775,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education, and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare, and natural resources of the community.

The County Health, Behavioral Health and Recovery Services (BHRS) department provides services for residents who are on Medi-Cal or are uninsured including children, youth, families, adults and older adults, for the prevention, early intervention, and treatment of mental illness and/or substance use conditions. BHRS is 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.

BHRS is soliciting proposals from qualified and interested providers to work together to deliver two different services that together comprise a Co-Housing program. Aligned with the federal Substance Abuse and Mental Health Services Administration (SAMHSA) best practice for supportive housing for people with mental illness, the Co-Housing program must be operated by two different organizations. One will provide the Property Management services for the Co-Housing and the other will provide Support Services needed by the residents. The two organizations will choose to work together and submit a joint proposal. However, BHRS will issue separate contracts for the services provided by the Property Management organization and the Support Services Provider organization.

**Site of Co-Housing**

The Co-Housing will sit on a campus on unincorporated County land on Edmonds Road near Redwood City and will be located on the top two floors of the Campus Center (Campus) at that site with services on the first floor such as primary care that are not a focus of this RFP as well as others that are a part of this RFP. The Campus will also include four Mental Health Rehabilitation Centers (MHRC's) run by other organizations that are not the focus of this RFP. The Campus already has a Fire Station and Canyon Oaks Youth Center which is a residential therapeutic program for adolescents. The new buildings (four MHRCs and the Campus Center including Co-housing) are currently under construction around an existing MHRC, Cordilleras County Mental Health Facility (Cordilleras), which is still in full operation. The current Cordilleras structure will be demolished once all the new buildings are completed.

**B. SCHEDULE***\*Dates are subject to change*

<b>RFP Released</b>	November 14, 2022
<b>Deadline for Questions, Comments and Exceptions</b>	December 5, 2022
<b>Proposers Conference</b>	December 15, 2022, 11:00am – 1:00pm PST RSVP to <a href="mailto:brjohnson@smcgov.org">brjohnson@smcgov.org</a> no later than December 12, 2022 if you plan to attend and to receive a meeting invite emailed directly to you. <b>Or call in (audio only)</b> <a href="tel:+16282120105326208491">+1 628-212-0105,,326208491#</a> United States, San Francisco Phone Conference ID: 326 208 491#
<b>Release date for Final Questions &amp; Answers</b>	December 22, 2022
<b>Proposal Due Date and Time</b>	<b>January 27, 2023 4:00pm PST</b>
<b>Evaluation of Proposals*</b>	<b>February 7, 2023</b>
<b>Interviews (if necessary)*</b>	TBD
<b>Notification of Funded Proposals*</b>	February 17, 2023
<b>Protest Deadline*</b>	February 24, 2023
<b>Submission to County Board for approval*</b>	TBD
<b>Service Start Date*</b>	TBD

## II. BACKGROUND

The existing structure is approaching end of life as it was originally built to be a tuberculosis hospital for San Mateo County and opened in the early 1950's. It later closed in the 1960's and was repurposed and opened as an IMD (Institution for Mental Diseases)/MHRC in the 1970's as a result of the mutual efforts of Alliance on Mental Illness of San Mateo (now known as the National Alliance on Mental Illness (NAMI) of San Mateo) and San Mateo County Mental Health Services (now known as San Mateo County Behavioral Health and Recovery Services).

In 2013, the San Mateo County Board of Supervisors decided that it was time to replace this aging building which provided one of the County's most important resources in the continuum of care for its most vulnerable mentally ill residents. They authorized funding to commission a study to explore options. The San Mateo County Public Works Department (DPW) and the San Mateo County Health System, Behavioral Health and Recovery Services collaborated in this effort and hired an architectural firm to guide the County through a feasibility study. The modeling for the new campus and the MHRC's came about through a feasibility study that included gathering information from consumers, their families, staff, other providers and members of the community. The outcome of this study was the creation of a new campus containing the housing that is the focus of this RFP as well as multiple programs and levels of care that will be a place for consumer wellness, rehabilitation and recovery that leverages every aspect of the built and natural environment, the best practices for treatment, and the expertise of providers, family members, consumers and community.

The new campus has been designed to provide a world-class healing and therapeutic environment that is far more homelike and less institutional. This came about from extensive reviews of best clinical practices and campus and building models around the world. Treating people with mental illness in smaller scale, more homelike settings reduce social isolation and creates a more natural environment for healing and social skill training to reduce problems of adjustment and recovery. In a 2008 study, researchers determined that when a facility was perceived to be a safe place, positive therapeutic relationships resulted between consumers and staff, contributing to positive clinical outcomes.

The original feasibility study for creating the new programs also resulted in the creation of the following vision statements and goals which are the guiding principles for the development of all the elements on the new campus:

**Focus on Wellness – to be healthy**

The new campus will offer programs and services that are dedicated to the whole health and wellness of its consumers. The environment will support and reflect a productive individualized wellness path for all consumers.

**Promote Respect – to be livable**

The programs and services offered will provide a strong foundation of assuring dignity and respect for its consumers and staff. The programs and services will emphasize consumer's choice, in a safe environment that inspires pride, motivates the spirit, accommodates diversity in culture and beliefs, instills optimism for personal growth and improves quality of life.

**Build Community – to be collaborative**

The programs and services offered at the new campus will build strong communities – amongst their own consumers, families, staff, and visitors, and add value to the surrounding community. The campus community will become an integral part of its social surroundings, with its programs and services valued as innovative assets and its residents respected as citizens.

**Heal through Nature – to be environmentally conscious**

The programs and services offered at the new campus will capitalize on the beautiful serene natural setting to complement the process of wellness, rehabilitation and recovery. The new facilities will incorporate progressive sustainable design strategies, efficient building systems, and natural materials to the benefit of healthy people, place, and planet.

**Strive for Recovery – to flourish**

The programs and services will help consumers realize their full potential, achieving their goals for recovery, and return to living independently in the community. We will develop a world class

model of care that sets a new standard for excellence, by drawing from current best practices and anticipating future advances in behavioral health care.

### III. CO-HOUSING DESCRIPTION

**This is an exciting opportunity for two organizations to pool their talents in order to work collaboratively together to operate an innovative Co-Housing program on the future Cordilleras Campus in San Mateo County. One organization will provide the Property Management services and the other will provide the Support Services.**

BHRS envisions the Co-Housing program to be a supported living environment with permanent supported housing units and transitional housing that encourages independent daily living skills development and tenant involvement in daily activities including housing keeping, cooking, decision making about many aspects of the living environment, community building among tenants and participation in on site activities of interest. Potential tenants will be identified and referred to the Property Management and Support Services by BHRS. Tenants will be required to pay 30% of their income for rent.

Co-Housing will consist of two service levels. One level will be transitional housing for 29 individuals, with a maximum stay of will be 24 months. These services will focus on independent living skill development, understanding of tenant rights, responsibilities and how to model good tenant behavior and tenant engagement in a variety of activities leading to successful transition into permanent housing. The second program level will be permanent supportive housing for 28 individuals, which will have no limit on the length of stay. The goal will be successful housing retention through further skill development, good tenant behavior and participation in activities of interest.

BHRS is looking for two organizations to partner together to run the Co-Housing program. One organization will provide the Property Management services and the other organization will provide the Support Services. Two organizations will submit a joint proposal that identifies each other as partners and that addresses both service components. The Property Management organization must be

capable of managing a county owned co-housing development that will have both transitional and permanent supportive housing for individuals with serious mental illness and co-occurring substance use disorders and have related experience. The Support Services Provider organizations must have prior experience working with the target population in a similar capacity. The same organization cannot provide both services. In addition, due to Federal and State restrictions, the Property Management organization cannot also run one of the MHRC's on the new campus. The Support Service Provider organization would be eligible to additionally run an MHRC on the same campus should they be selected for such, however, there can be no overlap in staffing of any sort with any MHRC on the Cordilleras campus.

#### **IV. SCOPE OF WORK**

##### **A. Property Management**

Property Management Provider responsibilities will include but not be limited to the following:

1. Participate in a lease up process with the BHRM Program Manager, and for notifying BHRM of any future vacancies.
2. Develop a client lease for permanent supported housing, developing a client housing agreement for transitional housing, and developing house rules for both transitional housing and permanent supported housing areas.
3. Determine tenant rent on an annual basis. Collect scheduled rents and keep required records and documentation associated with rents.
4. Daily housekeeping services that includes cleaning of common areas.
5. Monitor utilization and functioning of all appliances and equipment.
6. Monitor tenant conduct as it relates to lease requirements and tenancy success.
7. Collaborate with the Support Service Provider on housing retention and daily living skills development including tenant involvement in daily cleaning/upkeep of living space, establishing house rules and use of common spaces.
8. Develop and maintain a property management plan that includes at a minimum staffing plan and staff training and retention, housing first principles, lease and house rule establishment and procedures, eviction prevention efforts, criteria for eviction and process, and housekeeping.
9. Coordinate building improvement and capital maintenance with DPW.
10. Provide Resident Service Coordinator (RSC) with the duties that include but

not limited to the following:

- a. collaborate with first floor providers and activities leaders to facilitate residents' involvement in first floor and outdoor activities.
- b. plan events and activities for all residents based on interests of the tenant community
- c. convene and co-facilitate a resident council and subcommittee as planned by the council
- d. co-facilitate with Support Service Provider weekly tenant review meetings

11. The Property Manager and RSC will participate with Support Service Provider and BHRS in a monthly operations meeting.

12. Provide a van to use to transport tenants to outings, shopping centers, community activities, etc. This van is intended to provide a drop-off and pick-up shuttle service to and from locations, as needed.

## **B. Support Service Provider**

The Support Service Provider entity will be responsible for working with tenants both in transitional housing and permanent supportive housing.

Support Service Provider staff responsibilities will include but are not limited to the following:

1. Assist tenant with move in process.
2. Provide orientation to tenant and support adjusting to co-housing environment.
3. Provide individualized support to those tenants transitioning from other settings such as locked care with attention to their medication support and nutritional needs: including assisting tenant to develop medication schedule and meal plans.
4. Assess tenant's daily living skills (DLS). Develop plan with tenant activities to educate, model and develop DLS. Observe and coach with tenant in DLS activities.
5. Conduct group DLS skill building activities, as appropriate, which may include menu/meal planning, basic food prep/cooking, shopping and basic money management/budgeting.
6. Assess tenant's need for Rep Payee and coordinate with tenant's treatment team to apply for Rep Payee.

7. Provide assistance in applying for and retaining benefits including Medi-Cal and SSI.
8. Plan and coordinate with resident services coordinator for tenants' activities for education, recreation and social involvement.
9. Coordinate with tenants' clinical team or clinical provider on a regular basis and medical provider as needed.
10. Provide linkage to outside resources to support continued recovery and achievement of personal goals such as In Home Supportive Services, Vocational Rehabilitation Services, supported education and other community supports, as appropriate.
11. Work with tenant on behaviors that promote good tenancy and good neighbor relations.
12. Assess and counsel tenants related to behaviors that may place tenancy at risk.
13. Provide a van to use for transporting/accompanying tenants to health care appointments and structured outings to build/practice client life skills in the areas of socialization, money management, navigation of public transportation, shopping on a budget, etc. For example, the support service provider may transport a group of clients to a grocery store and enter the store with them to help them apply for a store discount card, to show them how to use self-checkout, to coach them on price comparison shopping to stretch their grocery budget or how to read nutrition labels.
14. Provide linkage and coordination with housing locator services as tenants prepare to move into permanent housing.
15. Co-facilitate with RSC Tenant Council and weekly tenant review meeting.
16. Participate in monthly operations meeting with property management, RSC and BHRS to review tenant lease violations, upcoming vacancies or other issues related to housing retention.
17. Coordinate on site groups such as Alcoholics Anonymous, (A.A.), Narcotics Anonymous (N.A.), Treatment Readiness groups and other harm reduction focused groups, NAMI, and peer support groups.
18. Provide crisis identification and follow up on urgent care needs, coordinating with primary case manager.
19. Some of the above services may be claimable to Medi-Cal or other payers as part of the client's treatment plan, and if so the Service Provider will be responsible for coordinating with other members of the client's clinical team regarding such services and documenting them appropriately in

compliance with BHRS guidelines and state and federal requirements in order to maximize state and federal reimbursements.

- C. Target Population The target population are San Mateo County residents who are seriously mentally ill and may have co-occurring substance use disorders and who are eligible for either Transitional Housing or Permanent Supported Housing as determined by BHRS. The individuals may have been homeless, previously institutionalized or at risk of homelessness due to other circumstances. Transitional Housing tenants are tenants who are working towards more independent living. The Permanent Housing tenants may be previous tenants in Transitional Housing from this campus or from some other part of BHRS's network of care. The target population is a culturally, linguistically, ethnically, gender diverse population.
  
- D. Referrals: All referrals for occupancy of units will be seriously mentally ill residents of San Mateo County and will come from a variety of referral sources. These referral sources will need to refer these individuals to BHRS for official certification as BHRS consumers or eligible consumers. Some of the current residents of the Cordilleras Suites (a residential care facility located at the campus that will no longer exist once the new campus has been completed) may be relocated to one of the two new housing floors if they are determined to be clinically ready to step down from a licensed residential care facility to housing. Future admissions will be 18 years or older and have an income or other financial resources to pay the monthly rent.

Housing First philosophy will be the approach to referrals. Housing First takes a low barrier approach to entry requirements for housing (See Housing First Appendix D). The individuals may have been homeless, previously institutionalized or at risk of homelessness due to other circumstances. Future tenants may be required to be on Rep Payee Services should they have a history of poor money management, especially related to housing. The tenant's treatment team will be responsible for referring to Rep Payee. This can be re-evaluated once their money management skills improve.

- E. Length of Stay: There is no time limit for how long residents may live in the permanent supported housing Units. The residents in the transitional housing units may live there for up to 24 months while they are working towards more permanent housing elsewhere. Tenants may ask BHRS for extensions should they need more time. Extensions will be reviewed on a case-by-case basis and will need BHRS Manager approval. Potential loss of housing (i.e. through eviction, loss of income, violation of tenant agreement, level of care change, etc.) for any tenant must be reviewed by BHRS.
- F. Co-Housing Community Life: We expect the future Property Management and Support Service Providers to present a creative description of how the Co-Housing program will take full advantage of all of the natural surroundings, created activities and experiential opportunities on the new campus and the key tenets of Co-Housing community life. Some examples of community life may include but are not limited to: opportunities and expectations for some common meals, tenant participation on tenant committees, participation in decision making, etc.
- G. Staffing:  
Both Property Management and Support Services Provider will describe the staffing model that reflects assignment of staff who have extensive experience, skills and knowledge working with a culturally, linguistically, ethnically and gender diverse severely mentally ill population. Examples of Property Management staffing are property manager, assistant property manager, resident services coordinator, housekeeping and janitorial staff with some presence, 7 days a week. Examples of Support Service Provider staffing are supervisor, case managers, occupational therapist, peer professionals, recovery specialist, etc. Support Services Provider will plan for staff presence 24 hours a day, 7 days a week. There will be office space on each floor for staff. There will not be living accommodations for staff in the building.

H. Training:

Identify staff training needs and provide training and support.

1. Training for both Property Management and Support Service Provider must include the following topics at a minimum:

- a. Confidentiality
- b. HIPAA
- c. Fraud, Waste and Abuse
- d. Cultural humility
- e. Gender sensitivity
- f. How to work with Interpreter (if using interpreter services)
- g. Working with SMI co-occurring tenants
- h. Working with peer workers
- i. Motivational Interviewing

2. Additional training for the Support Service Provider will also include but is not limited to the following:

- a. Critical incident management
- b. Spirituality
- c. Harm reduction
- d. Housing retention skills
- e. Trauma informed care
- f. Co-occurring treatment
- g. Principles of clinical case management
- h. Principles and practices of peer support services
- i. Cognitive behavioral therapy
- j. Crisis intervention and de-escalation
- k. Independent life skills building (including, but not limited to, menu/meal planning, basic food preparation, cleaning, laundry, money management, how to use/access transportation and socialization)

I. Communication/Collaboration Requirements:

1. Regular effective communication and skilled collaborative planning and operations are key components of supportive Co-Housing. Providers will schedule regular meetings internally and with all

potential partners to plan, analyze and design improvements in all collaborative efforts.

2. Property Management will provide a monthly report that includes tenant name, unit number, move in date, move out date, reason for move out and number of days housed. Property Management will notify BHRS Manager or designated staff of any lease violations or eviction notices.
3. Changes to staffing levels in Property Management or Support Service Provider must be reported on a monthly basis, including staff vacancies.
4. Support Service Provider will provide a monthly status report that includes dates of contact with tenants, amount of time involved, who was involved, communication with primary case manager or others, services provided, outcome, and plan or next steps agreed upon.
5. Designated administrator of Property Management entity and Support Service Provider will meet quarterly with Deputy Director of Adult Services to review data and discuss any problems or concerns.
6. Property Management and Support Service Provider shall collaborate with the BHRS Manager to identify tenants who are ready for permanent housing or who may need a higher level of care.
7. The Property Management and Support Service Provider shall meet on a monthly basis and as needed basis with the BHRS designated staff who are responsible for overseeing the contract, the facility and the campus to discuss any safety or other concerns regarding shared campus spaces.
8. Contractors will provide any data reporting requirements that the State of California requires.

- J. Evacuation Plan: Contractors will need to develop and provide an evacuation and temporary shelter plan for any adverse events and/or natural disasters.
- K. Performance Measures:
1. Permanent supportive housing 90% of tenants will remain housed a least 12 months after move in.
  2. Transitional housing: 90 % of tenants will move to permanent housing within 24 months of move in.
  3. Quality of service and housing: 90% of tenants will respond with positive satisfaction with the quality of housing and services provided via a consumer satisfaction survey conducted annually.
- L. Length of Agreement  
The anticipated duration of the contracts will be for approximately 3 years, with the agreement terms tentatively to begin September 2023. The initial awarded contracts will be for 3 years, with an option to renew for an additional two (2) years included, pending program evaluation and division approval.
- M. Funding, Claims, and Payment
- Funding**
- a. These contracts may be funded with Federal, State and/or County sources.
  - b. Funding for the Property Management agreement will come primarily from tenants’ rents, Realignment, Mental Health Services Act, and Net County Cost funding. Permanent Supportive Housing tenants may also have housing vouchers.
  - c. Funding for the services of the Support Service Provider will come from Realignment, Mental Health Services Act, Net County Cost, and if eligible, Medi-Cal reimbursement and other insurance.

### **Claims**

- a. The Support Service Provider will be expected to submit claims for all Medi-Cal billable services to BHRS in compliance with BHRS and State and Federal guidelines for eligibility and documentation requirements.
- b. Property Management will submit an invoice to BHRS on a monthly basis.

### **Payment**

- a. Basic Services will be paid on a monthly basis, each payment equal to 1/12<sup>th</sup> of the contract maximum for these services.
- b. Requirements regarding responsibility for participation in audits will be clarified during the contracting process.
- c. The implementation of CalAIM (California Medi-Cal reform) may impact the requirements and manner in which claims, reporting and payments are handled.

## **V. DESCRIPTION OF CAMPUS CENTER BUILDING**

The Campus Center first floor will be comprised of two wings. One wing will house the spiritual center, art center, lactation room, exercise room, primary care rooms, conference room, hoteling space and volunteer area. The other wing will house the front lobby, commercial kitchen, retail store, bed bug elimination room, and engineering/mechanical rooms.

The Co-Housing on the two upper floors of the Campus Center will house 57 residents, each in their own bedroom (Appendix E). 56 of the bedrooms will have a Jack and Jill bathroom, bed, nightstand, desk, refrigerator, chair and a closet for clothes and shelving for food supplies. One bedroom on the transitional housing floor located on the second floor will have a private bedroom with all of the same items in it and its own bathroom.

Each floor will have two living rooms, two computer stations for tenants, a community kitchen where residents can cook their own meals, a dining area with views of the campus, a meditation room, an interview/visitation room, a cleaning supply room, housekeeping room, one leadership office,

two staff offices, and staff restrooms. The third floor will have a storage room in the same spot that the private bedroom/bathroom is on the second floor.

The art center, exercise room, bed bug elimination room and laundry room will be part of the Co-Housing program and will be administered by the Property Manager. In addition to these rooms on the first floor, Property Management will also be responsible for maintaining (and scheduling if needed) oversight of the conference room, hoteling space, restrooms, spiritual center, lactation room, and front lobby. The front lobby will also be staffed by Property Management from 7 a.m. to 7 p.m. seven days a week. The front door will be locked from 7 p.m. to 7 a.m. with a security officer stationed in the front lobby during those hours. The retail store will initially be kept locked until its use can be further developed. This could be a room that will be used by the third-party operator of the commercial kitchen for food distribution for the campus and/or by another entity to sell items that the tenants might need. The use of the retail store will be further developed after the new campus has opened and the future tenants can weigh in. Property Management will not be responsible for the commercial kitchen, the Department of Public Works rooms or the Primary Care rooms.

There will also be shared outdoor spaces that include walkways, a sports court, labyrinth, garden center, art pavilion, kiln building, sitting hut and areas to picnic and sit. The garden center and kiln building will be available for the use of the Co-Housing tenants. The rest of the outdoor amenities are available to the Co-Housing tenants and others (MHRC clients, staff, and visitors) who make use of the campus. Property Management will have responsibility of the oversight of the garden center, kiln building and the sitting hut amenities. Property Management will also be responsible for the trash removal and upkeep on any drinking fountains in common areas in the Campus Center and on the grounds. The majority of these spaces will not be available until several months after the new programs are opened. The old Cordilleras building will need to be removed to make room for these outdoor amenities.

(See Appendix E)

## **VI. CONSTRUCTION TIMELINE**

Construction is currently underway, with completion slated for 2023. We anticipate moving consumers from the current building into the new buildings in the fall of 2023. Each building will be completed and commissioned on a different date.

The consumer move date may change as a result of construction delays. Future contractors will be kept updated on date changes. The final building to be commissioned is the Campus Center with Co-Housing on the top two floors (Bldg. A).

## **VII. LEASE UP**

The lease up process and protocol will be developed by Property Management and BHRS in advance of the building occupancy. All tenant referrals will be made by BHRS. The tenants will likely include consumers who currently live in the Cordilleras Suites. These consumers will need to move into the new building within 10 days of its opening. This movement will be done in a coordinated process with the existing Cordilleras Suites staff and BHRS staff.

## **VIII. Tasks to Complete Before Opening**

Prior to being able to admit consumers to their new programs, contractors will need to do the following:

- a. Take occupancy
- b. Hire and train Staff
- c. Support Services Provider to become Medi-Cal certified through BHRS
- d. Support Services Provider will be expected to use the County's electronic health record to input episode encounter data for BHRS consumers and to view other information for coordination of care and thus will have AVATAR access in San Mateo County Network Services. In addition, they will be expected to provide or enter the units of services for claiming Federal Financial Participation for any Medi-Cal reimbursable services they will provide to Co-Housing tenants in compliance with State requirements and supported by documentation. BHRS and the selected contractor will mutually

agree whether using Avatar for this purpose is preferable to another information system already used by contractor.

- e. Contractors will not be permitted to change locations of architectural or infrastructure features without County approval.
- f. Contractors will need to get approval from the County to replace any worn or broken furniture with something other than the same product or similar model.
- g. Property Manager and Support Service Provider should review their responsibilities listed on the Co-Housing Matrix. ( Appendix B)
- h. Support Service Provider will have a van and required licenses to transport tenants to health care appointments and structured outing to build/practice life skills in a community setting.

## IX. SUBMISSION REQUIREMENTS

### A. Submission Deadline

Proposals must be electronically received by **4:00p.m. PST, on January 27, 2023** via Public Purchase (details below).

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

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

[http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info\\_register.html](http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html)

Late submissions will not be considered.

B. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

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

C. Submission via Public Purchase

1. Submission of Proposals:

Required documents - each of the following documents should be submitted as separate files following the instructions below:

- a. Letter of Introduction
- b. Minimum Qualifications Checklist
- c. Service Implementation Proposal
- d. Cultural Competence Plan
- e. Policies & Procedures as available
- f. Staff Training Plan
- g. Organizational Team Chart
- h. Resumes as needed
- i. Letters of Support and References
- j. Budget

2. Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time.

Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

### 3. Conflicts between Certain Requirements

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

### 4. Format

Documents should be created in the following format:

- a. Text be unjustified (i.e., with a ragged-right margin)
- b. Pages have margins of at least 1" on all sides (excluding headers and footers)
- c. If the proposal is lengthy please include a Table of Content
- d. PDF format is preferred

### 5. Errors in Proposals

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

D. Technical Proposal (Maximum of 35 Pages)

The maximum page limit for your proposals should be 35 pages, not including attachments. **NOTE:** One (1) page of content is measured as 1-sided letter sized page. Pages that exceed the maximum page limit will not be reviewed or scored.

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

**1. Introduction and Executive Summary (up to 1 page)**

Submit a letter of introduction and brief executive summary of the proposal. The letter must contain:

- a. Name, title and contact information (email, phone and address) for representative of proposing firm who is responsible for communication related to this RFP
- b. Signature of authorized persons from each organization authorized to obligate organization to perform the commitment contained in the proposal
- c. Submission of the letter will constitute a representation by firm that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

**2. Statement of Minimum Qualifications**

Describe how the firm meets the minimum qualifications as set forth in Evaluation and Selection Criteria, A - **Minimum Qualifications** of this RFP.

- a. Property Management has 5 years of experience managing properties for low income or extremely low income tenants AND experience working with the SMI population.

- b. Support Service Provider has 3 Years of experience providing housing support and retention services to an SMI population
- c. Support Service Provider has experience as a Medi-Cal certified provider of outpatient services and is eligible to become Medi-Cal certified for the services to be provided through this project.

### **3. Service Implementation / Project Approach**

Describe how you propose to perform the activities in Section II: Scope of Work (SOW). ( Property Management and Support Service Provider to answer each question below separately Be detailed in addressing the following questions at minimum:

Describe how you envision operating this program.

- a. Please include innovative ideas, successful ideas and best practices from your experience. What challenges do you anticipate and how you would address them?
- b. What roles would the consumer tenants have?
- c. Why did you select your current proposed partner? Have you partnered together before and, if so, discuss how that went well and what you learned from those experiences?
- d. Describe how your team will work collaboratively with the tenants and others on the campus. Describe your experience with Housing First, its challenges and how you address them.
- e. Note: Describe how challenging situations between tenants will be addressed
- f. Indicate the process of reviewing critical and other challenging events.
- g. Indicate what the program evaluation and improvement plan will be.
- h. Include strategies for housing retention and provide organizational data for track record of success with these strategies, in the Service Implementation Plan.

### **4. Agency Qualifications**

Provide information on your firm's background, history, and qualifications which addresses the following:

### **Support Service Provider**

- a. Experience providing housing retention services to target population, including name of program or project, population and length of time served. Include any Housing retention outcomes.
- b. Skills and knowledge of Support Service Provider staff.
- c. Experience with diverse cultures, languages, gender orientation within the target population.
- d. Experience partnering with housing property management and collaboration with other Support Service Providers including mental health and medical providers, include successes and or challenges in partnering and how you addressed them.
- e. Your experiences with working with local community members when a tenant issue arises in the community.
- f. How you would involve individuals that are diverse ethnically, culturally, linguistically, and gender identification diverse in service planning.
- g. How you manage diverse languages of the tenants served.
- h. How challenging situations between tenants will be addressed.
- i. Indicate the process of reviewing critical and other challenging events.
- j. Indicate what the program evaluation and improvement plan will be.
- k. Include the credentialing process for any staff who need to be credentialed.

### **Property Management**

- a. The previous experiences you have had managing properties servicing target population. Include project or program name, population served and the time corresponding to each.
- b. Skills and knowledge of Property Management staff.
- c. Experience providing resident services coordination and or partnering with a Support Service Provider, successes and or challenges with both.

- d. Experience with local community both in outreach on behalf of tenants and problem solving in response to tenant involvement in the community.
- e. Experience managing housing for the target population that is diverse ethnically, culturally, linguistically, and gender identification diverse. What strategies do you use to create a community of the diverse resident population?
- f. Describe how you manage diverse language needs of the tenants served.

## **5. Agency Staff Qualifications**

Describe Staff(s) qualifications; include attachments (these do not count towards the 35 pages), e.g., organizational chart, team chart, resumes, etc.:

- a. Staffing plan that lists the positions by title, shift, and days of week for property management and Support Service Provider staff.
- b. Job descriptions that include qualifications and duties for each position
- c. Resumes for key leadership
- d. Organizational chart showing reporting relationships
- e. Training program plan for staff, including new employee orientation and ongoing or annual refresher training.
- f. Plan for continuous improvement, including staff recruitment and retention strategies.
- g. Describe staff cultural diversity capability in working with diverse and marginalized populations, including linguistic, cultural, race/ethnicity and sexual orientation and gender identification

## **6. Letters of Support & References (attachment)**

Provide letters of support and at least two references for the property management and two for Support Service Provider. Provide the name, address and telephone number of at least two (2) but no more than three (3) recent tenants (preferably other public agencies).

## **7. Budget (use attached template)**

The County intends to award this contract to the firm that it considers will provide the best overall program services. The County reserves the right to

accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

## **X. EVALUATION AND SELECTION CRITERIA**

### **A. Minimum Qualifications (MQs)**

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Proposer is defined as the prime firm or joint venture that is proposing on this RFP.

Proposers must meet the following Minimum Qualifications:

- a. Property Management has extensive experience managing properties for low income or extremely low income tenants AND experience working with the SMI population.
- b. Support Service Provider has extensive experience providing housing support and retention services to an SMI population.
- c. Support Service Provider has experience as a MediCal certified provider of outpatient services and is eligible to become MediCal certified for the services to be provided through this project.
- d. Property Management has extensive experience managing rental property for extremely low-income individual
- e. Property Management has experience renting to the SMI population
- f. Support Service Provider has extensive experience in supportive housing services with SMI populations.
- g. Proposer is registered and in good standing with [sam.gov/SAM/](https://sam.gov/SAM/)  
In order for a firm to pass the minimum qualifications and to be considered for contract award the firm shall be in good standing with Federal Government agencies and the State of California. Firms that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

## **B. Selection Criteria**

The County will establish an evaluation committee of subject matter experts which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend the top ranked proposals for final negotiation of contract terms, or may invite proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentation and amended proposals, the committee may recommend the top-ranked proposals for the final negotiation of two separate contracts, for Property Management and Support Services.

### **1. History and Structure of Proposer**

- a. Experience Doing Similar Services
- b. Positive Track Record with the County
- c. Established Community Collaboration
- d. Experience Serving Population

### **2. Philosophy and Service Model**

- a. Articulated Understanding of Program Intent
- b. Philosophy Matches the County's
- c. Service Model Meets the RFP Objectives
- d. Involvement of ethnically, culturally, linguistically, and gender identification diverse individuals in Service Planning

### **3. Staffing Patterns and Training**

- a. Staffing sufficient to provide services.
- b. Does Staff Have Diverse Language Capabilities or are Interpreter Services Available
- c. Can workflow be maintained in the event of a staffing shortage.
- d. Is There a Training Program That Meets Minimum Requirements
- e. Resumes of Key Staff Provided
- f. Defined Process to Credential Staff.

### **4. Cultural Humility**

- a. Culturally responsive, trauma-informed, and alternative models of care are embedded in the proposed service model
- b. A Cultural Competence Plan and/or other relevant documents were included to ensure that services and staff reflect the core values and principles of the FSP Wraparound model.
- c. Are there other areas of strength, in serving culturally diverse populations?

## **5. Customer Service**

- a. Is there a plan Regarding How Issues Between and/or With Tenants Will Be Resolved
- b. Is There a Plan Regarding How Tenant Issues With the Neighboring Community Will be Resolved?
- c. Have there been any claims or violations against the provider

## **6. Quality Improvement/Program Evaluation**

- a. Is there a program evaluation and improvement plan included
- b. Is there an ongoing credentialing process for licensed staff

## **7. References**

- a. References are relevant to the services being provided
- b. References are diverse (e.g., peers, families, community agencies, County agencies, etc.)

## **8. Budget**

- a. Is there a detailed explanation of the service costs and are those costs realistic.
- b. Are there any gaps in the budget.
- c. Does the budget include other funding
- d. Was there a copy of their most recent audit included
- e. Is the budget over the RFP stated amount

# **XI. INSTRUCTIONS TO PROPOSERS**

## **A. Pre-Proposal Conference**

Proposers are encouraged to attend a pre-proposal conference on **December 15, 2022**, at **11:00 a.m. to 1:00 p.m.** RSVP to [brjohnson@smcgov.org](mailto:brjohnson@smcgov.org) no later than

December 12, 2022 if you plan to attend and to receive a meeting invite emailed directly to you. Or call in (audio only) [+1 628-212-0105](tel:+16282120105), [326208491#](tel:+16282120105326208491#)

United States, San Francisco

Phone Conference ID: 326 208 491#

## **B. Communications**

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

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

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

## **C. Contract Award**

### **1. Award Procedure**

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

### **2. Notice of Intent to Award**

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the

remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

### **3. Commencement of Performance**

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

## **XII. TERMS AND CONDITIONS FOR RECIPIENT OF PROPOSALS**

### **A. Errors, Omissions and Inquiries regarding the RFP**

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

Inquiries regarding the RFP should be lodged in Public Purchase.

### **B. Objections to RFP Terms**

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

### **C. Addenda**

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by

the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

#### **D. Term of Proposal**

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

#### **E. Revision of Proposal**

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

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

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

#### **F. Errors and Omissions in Proposal**

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

## **G. Withdrawal of Proposals**

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

## **H. No Commitment**

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

## **I. Financial Responsibility**

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

## **J. Estimated Quantity**

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

## **K. Public Record**

### **1. General**

- 1.1 All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be

considered public records. As such, they may be subject to public review.

1.2 Any contract arising from this RFP will be a public record.

1.3 Submission of any materials in response to this RFP constitutes:

- Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
- Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
- Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

## **2. Confidential Information**

2.1 The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.

2.2 If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

2.3 Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the

proposer agrees to indemnify and hold the County harmless for release of such information.

2.4 Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.

2.5 Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

#### **L. Reservations of Rights by the County**

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

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

#### **M. No Waiver**

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

## **N. Cooperative Agreement (Piggyback)**

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

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

### **XIII. PROTEST PROCENDURES**

#### **A. Protest of Non-Responsiveness Determination**

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

#### **B. Protest of Contract Award**

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

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

#### **C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the

County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

BrJohnson@smcgov.org

Subject: CO-Housing 2022-002

## Appendix A – Minimum Qualifications Checklist

*Complete this form and attach it to your firm's Proposal*

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

### Minimum Qualifications

Proposals will be accepted only from firms that meet the following required qualifications:

Please check box if your firm meets these qualifications:

- Property management has 5 years of experience managing properties for low income or extremely low income tenants AND experience working with the SMI population.
- Support Service Provider has 3 Years of experience providing housing support and retention services to an SMI population
- Support Service Provider has experience as a MediCal certified provider of outpatient services and is eligible to become MediCal certified for the services to be provided through this project.

Please check box if your firm can provide this additional service:

- Ability to provide Controlled Substance Prescription Forms

### Required Registration

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

Proposer is required to be in good standing with <https://sam.gov/SAM/>

- Registered as Business Name

DUNS No. Business Number:

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

Signature: \_\_\_\_\_

Date: Click or tap to enter a date.

CO-HOUSING RESPONSIBILITY MATRIX

Item:	Description:	Procure/Fabricate/Deliver/Install Resp:	Warranty Resp:	Post Warranty Resp.	Notes:
<b>Building Equipment</b>					
	Elevators	Skanska	Skanska	DPW	
	Cathodic Protection System	Skanska	Skanska	DPW	
	Roof Top Equipment	Skanska	Skanska	DPW	
	Door Hardware Interior	Skanska	Skanska	DPW	
	Door Hardware Exterior	Skanska	Skanska	DPW	
	Kitchen Equipment - Production Kitchen (See Equipment Schedule)	Skanska	Skanska	Vendor	
	Kitchen Equipment - Kitchensettes (See Equipment Schedule)	Skanska	Skanska	Vendor	
	Fire Suppression System	Skanska	Skanska	DPW	
	Fire Alarm System	Skanska	Skanska	DPW	
	Stove	Skanska	Skanska	Vendor	
	Microwave Oven	Skanska	Skanska	Vendor	
	Refrigerator	Skanska	Skanska	Vendor	
	Keying 1st Floor (County Area)	Skanska provides temp cores,	DPW	DPW	
	Keying 1st, 2nd & 3rd Floor (Vendor Areas)	Skanska provides temp cores	Vendor	Vendor	
	Medical Examine Table	PDU w/ One Work Place	PDU w/ One Work Place	Vendor	
	Beds & Pads	PDU w/ One Work Place	PDU w/ One Work Place	Vendor	
	Exercise Equipment	PDU w/ One Work Place	PDU w/ One Work Place	Vendor	
	Office Cubes, Desks, Furniture, Chairs, File Cabinets	PDU w/ One Work Place	PDU w/ One Work Place	Vendor	
<b>HVAC/Plumbing Equipment</b>					
	HVAC System	Skanska	Skanska	DPW	
	BMS System	Skanska	Skanska	DPW	
	Water Heater	Skanska	Skanska	DPW	
	Plumbing Fixtures (Toilets, Sinks, Showers, Facets)	Skanska	Skanska	DPW	
	Monthly Water Services	Vendor	Vendor	Vendor	
<b>Electrical Equipment</b>					
	Low Voltage Transformers	Skanska	Skanska	DPW	
	Low Voltage Transformers	Skanska	Skanska	DPW	
	Lighting Control System	Skanska	Skanska	DPW	
	Photovoltaic System	Four Front & Sage	Four Front & Sage	Four Front / DPW	
	Light Fixtures	Skanska	Skanska	DPW	
	Monthly Electrical Services	Vendor	Vendor	Vendor	
<b>IT Equipment</b>					
	Network Equipment (Client Areas 1st, 2nd & 3rd Floors)	Vendor	Vendor	Vendor	
	Network Equipment (County Area 1st Floor)	ISD	ISD	ISD	
	Wireless Access Points (Client Areas 1st, 2nd & 3rd Floors)	Vendor	Vendor	Vendor	
	Wireless Access Points (County Area 1st Floor)	ISD	ISD	ISD	
	Computers (Client Areas 1st, 2nd & 3rd Floors)	Vendor	Vendor	Vendor	
	Computers (County Area 1st Floor)	ISD	ISD	ISD	
	Phones (Client Area 1st, 2nd & 3rd Floors)	Vendor	Vendor	Vendor	
	Phones (County Area 1st Floor)	ISD	ISD	ISD	
	AV Equip. (TV's, Speakers, etc.)	Vendor	Vendor	Vendor	
	Internet & Phone Utility Services (Client Areas 1st, 2nd & 3rd Floors)	Vendor	Vendor	Vendor	
	Internet & Phone Utility Services (County Area 1st Floor)	ISD	ISD	ISD	
	HMI Security Control System	Skanska	Skanska	Vendor	
	Access control system	Skanska	Skanska	Vendor	
	Security Cameras	Skanska	Skanska	Vendor	
	Site Security Camera (Vendor Resp. on 1st floor)	Skanska	Skanska	Vendor	
	Intercom System	Skanska	Skanska	Vendor	
	Security Network	Skanska	Skanska	Vendor	
	DAS	Skanska	Skanska	DPW	

\*\*\*MHRC Occupants will need to move in during 15day move phase  
 \*\*\*Vendors need to clarify if San Mateo County Network Services will be required in their MHRC  
 \*\*\*Indicate on RFP that there is no changing locations of arch or infrastructure features without County approval

# Appendix C: 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>						

## APPENDIX D

# HOUSING FIRST

Cordilleras Co-Housing will follow the guiding principles of Housing First. The principles listed below have been adapted from State of California statute SB1380.

Core components of Housing First” means all of the following:

- (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- (2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
- (3) BHRS may accept referrals of the target population directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
- (6) Permanent Supportive Housing (PSH) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.
- (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- (8) In communities with coordinated assessment and entry systems (CES), incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents. BHRS will accept referrals of the target population from the local CES
- (9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

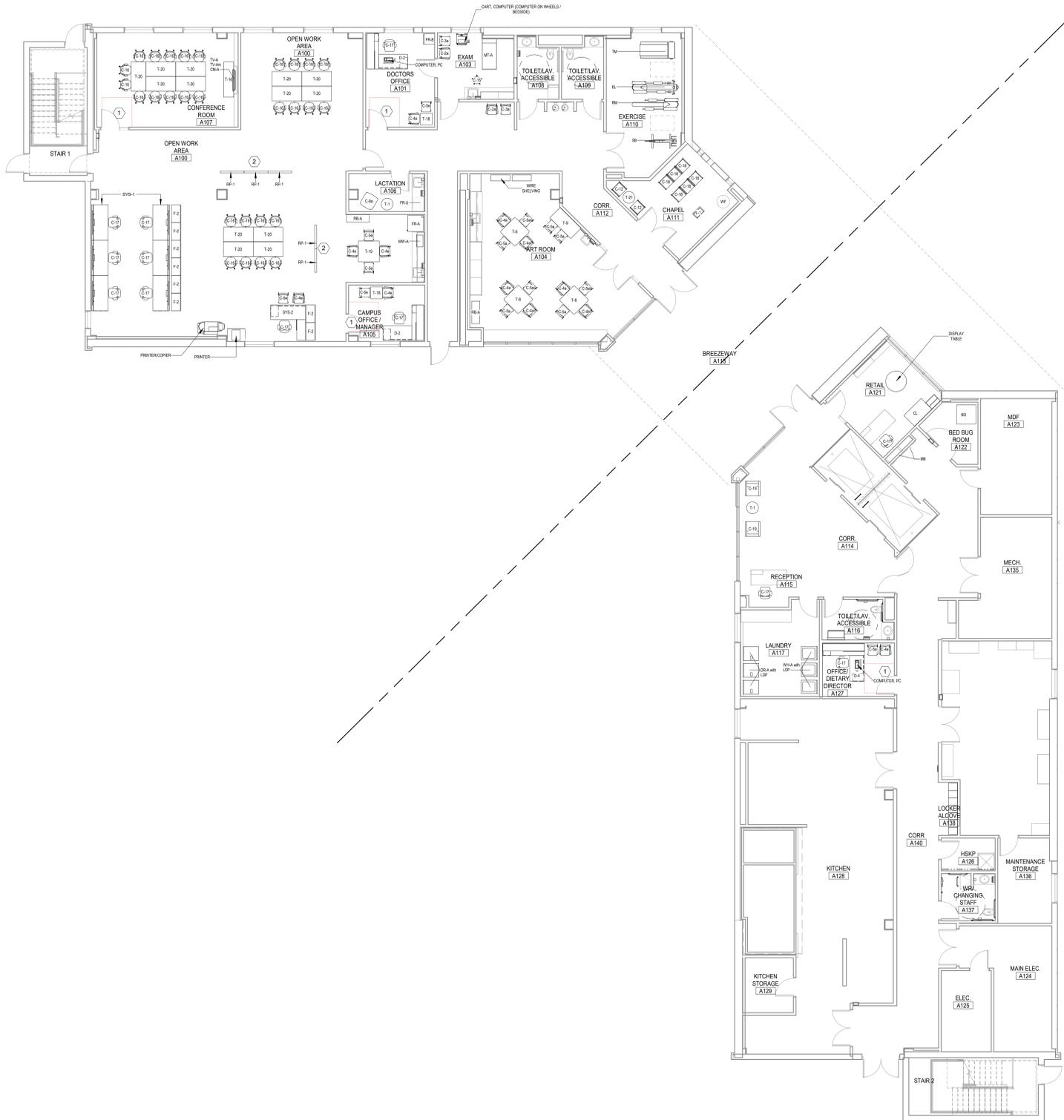
(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(12) Because referred applicants have disabilities, trauma, and difficult circumstances associated with experiences of homelessness, housing provider will proactively identify issues that could impact the application approval.

(13) Each applicant is afforded the right to a reasonable accommodation in all phases of the application process, ongoing tenancy and as a last resort to disqualification.

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GENERAL SHEET NOTES

1. ALL FURNITURE & EQUIPMENT SHOWN IS OWNER-FURNISHED/OWNER-INSTALLED.
2. ALL FURNITURE IN MEDIUM & HIGH-RISK ROOMS IS BEHAVIORAL HEALTH GRADE.
3. REFERENCE LANDSCAPE DRAWINGS (L003) FOR CO-HOUSING EXTERIOR FURNITURE.
4. OFFICE FURNITURE SPECIFICATION INFORMATION PROVIDED BY ONE WORKPLACE.
5. BEDS TO BE SEALED TO FLOOR WITH PICK-PROOF CHALK. CONTRACTOR, OWNER AND SEALER TO COORDINATE EXACT LOCATION OF BED IN FIELD.

County of San Mateo PDU



Cordilleras Health System Replacement Project

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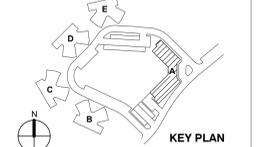
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SHEET KEYNOTES

1. MAINTAIN 5'-0" CLEAR BOX AT DOOR.
2. ROOM DIVIDER PANELS TO BE SUSPENDED FROM CEILING TO FLOOR. CONTRACTOR, OWNER, AND SEALER TO COORDINATE EXACT LOCATIONS IN FIELD.

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No.	Description	Date
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Drawing Title:

CO-HOUSING-LEVEL 01  
EQUIPMENT AND  
FURNITURE

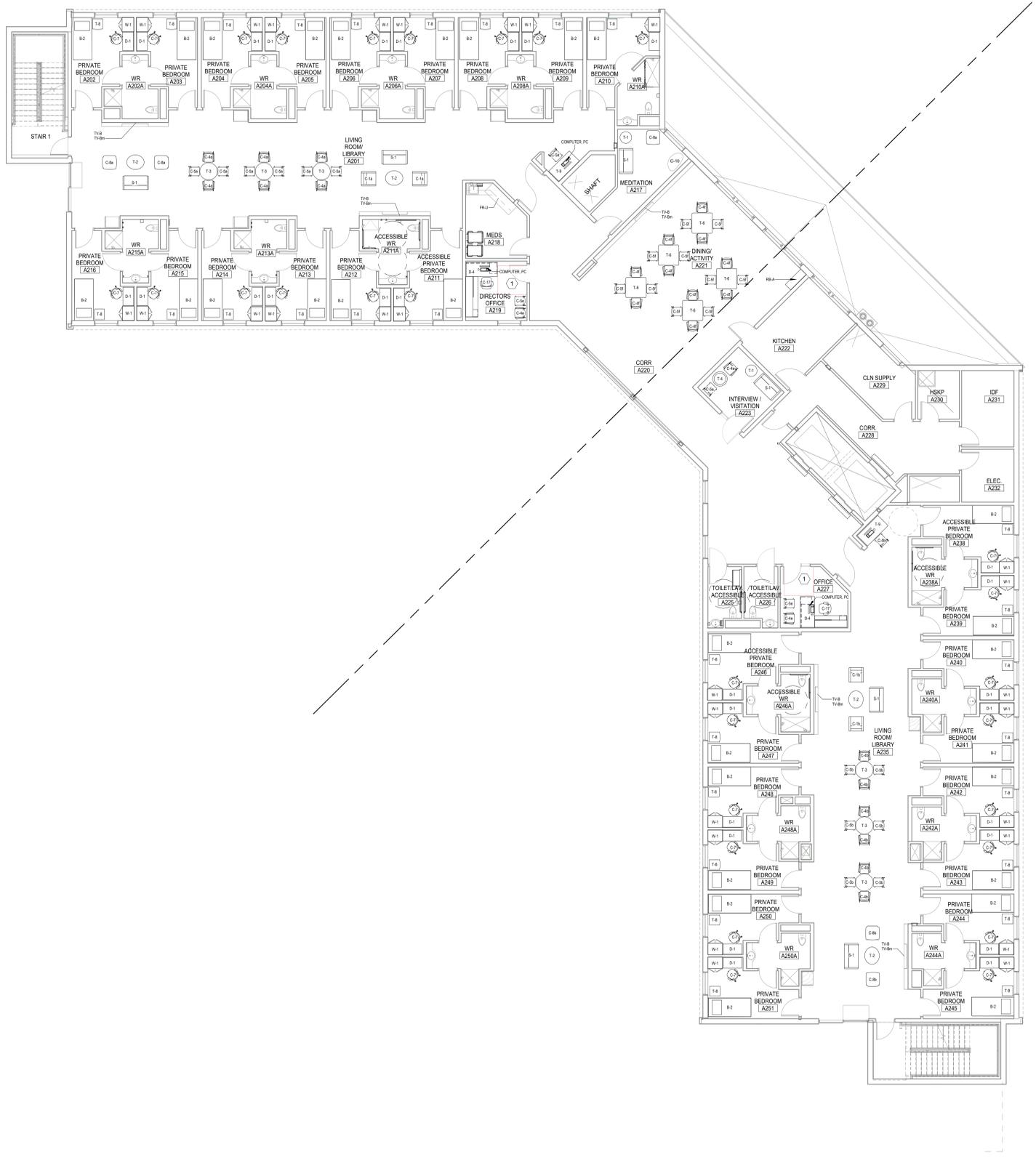
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1 CO-HOUSING - LEVEL 01 EQUIPMENT AND FURNITURE PLAN  
1/8" = 1'-0"

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**GENERAL SHEET NOTES**

1. ALL FURNITURE & EQUIPMENT SHOWN IS OWNER-FURNISHED/OWNER-INSTALLED.
2. ALL FURNITURE IN MEDIUM & HIGH-RISK ROOMS IS BEHAVIORAL HEALTH GRADE.
3. REFERENCE LANDSCAPE DRAWINGS (L2020) FOR CO-HOUSING EXTERIOR FURNITURE.
4. OFFICE FURNITURE SPECIFICATION INFORMATION PROVIDED BY ONE WORKPLACE.
5. BEDS TO BE SEALED TO FLOOR WITH PROOF-CALK. CONTRACTOR, OWNER, AND DEALER TO COORDINATE EXACT LOCATION OF BED IN FIELD.

County of San Mateo  
PDU



Cordilleras Health  
System Replacement  
Project

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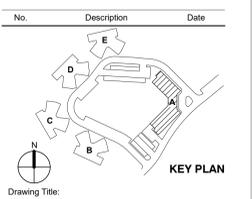


DATE OF SIGNING: 1/25/2021

**SHEET KEYNOTES**

1. MAINTAIN 5'-0" CLEAR BOX AT DOOR.
2. ROOM DIVIDER PANELS TO BE SUSPENDED FROM CEILING TO FLOOR. CONTRACTOR, OWNER, AND DEALER TO COORDINATE EXACT LOCATIONS IN FIELD.

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**CO-HOUSING-LEVEL 02  
EQUIPMENT AND  
FURNITURE**

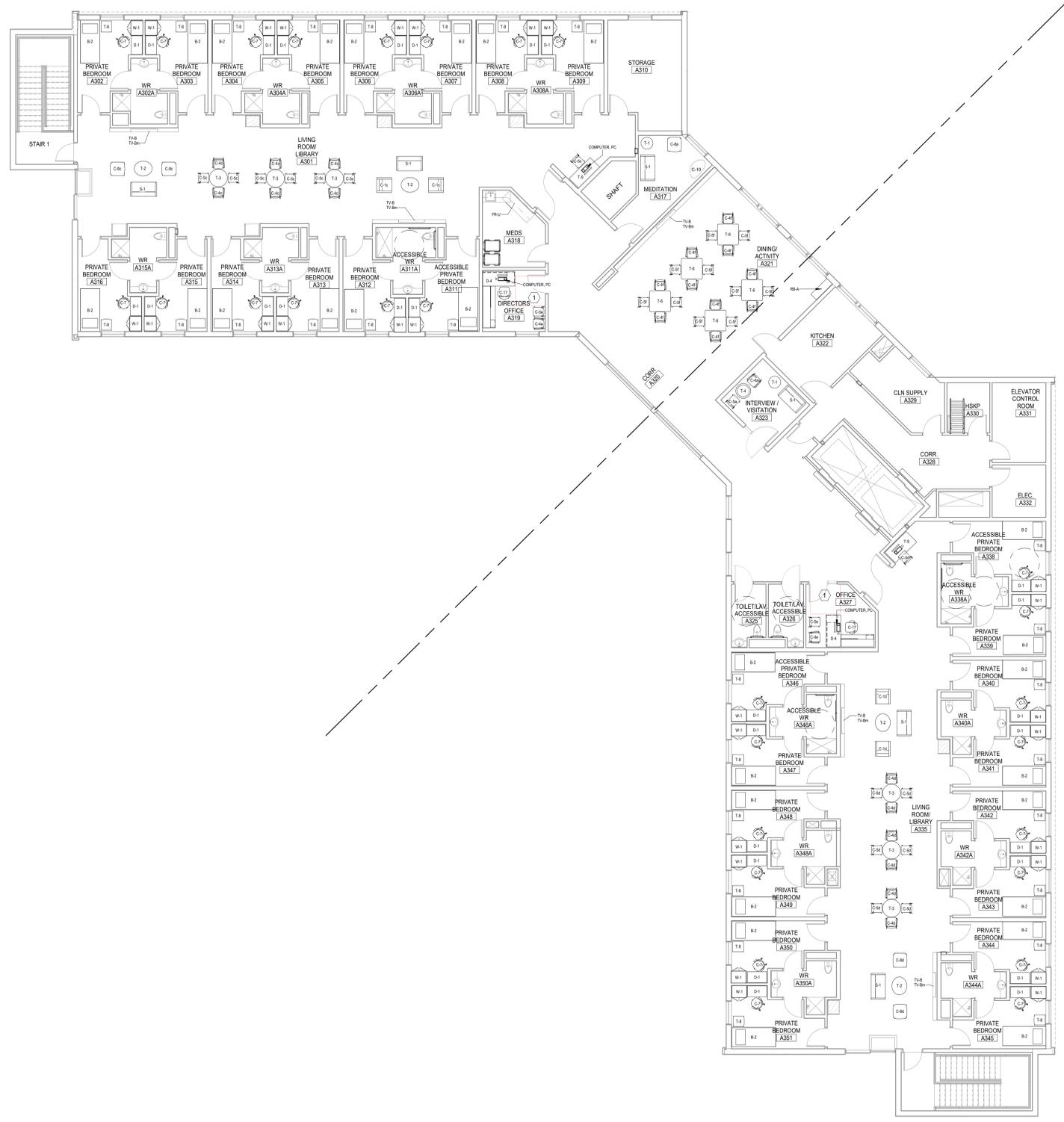
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**1 CO-HOUSING - LEVEL 02 EQUIPMENT AND FURNITURE PLAN**  
1/8" = 1'-0"

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**GENERAL SHEET NOTES**

1. ALL FURNITURE & EQUIPMENT SHOWN IS OWNER-FURNISHED OWNER-INSTALLED.
2. ALL FURNITURE IN MEDIUM & HIGH-RISK ROOMS IS BEHAVIORAL HEALTH GRADE.
3. REFERENCE LANDSCAPE DRAWINGS (L0203) FOR CO-HOUSING EXTERIOR FURNITURE.
4. OFFICE FURNITURE SPECIFICATION INFORMATION PROVIDED BY ONE WORKPLACE.
5. BEDS TO BE SEALED TO FLOOR WITH PICK-PROOF CAULK. CONTRACTOR, OWNER, AND DEALER TO COORDINATE EXACT LOCATION OF BED IN FIELD.

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Cordilleras Health System Replacement Project

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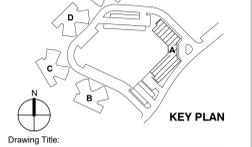
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**SHEET KEYNOTES**

1. MAINTAIN 5'-0" CLEAR BOX AT DOOR.
2. ROOM DIVIDER PANELS TO BE SUSPENDED FROM CEILING TO FLOOR. CONTRACTOR, OWNER, AND DEALER TO COORDINATE EXACT LOCATIONS IN FIELD.

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KEY PLAN

**CO-HOUSING-LEVEL 03  
EQUIPMENT AND  
FURNITURE**

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**1** CO-HOUSING - LEVEL 03 EQUIPMENT AND FURNITURE PLAN  
1/8" = 1'-0"

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CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
S-1		2-Seat Sofa - Arms	Spec	9102M Tailor Lounge Freestanding, Medium Back Polyurethane armcaps 4-leg base	52.5"W x 29"D x 33"H	Armcaps: Sterling Grey Metal: Silver	Seat & Back: Knoll- Color Field, Iron Arms: Maharam- Article, Gravel	CH Building: Living Room / Library Meditation
S-2		2-Seat Sofa - Arms Behavioral Health Grade	Spec	9102MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps Roto-molded foot base	75.5"W x 30"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll- Color Field, Iron Arms: Maharam- Article, Gravel	MHRC Building: Interview / Visitation
S-3		2-Seat Sofa - Arms Behavioral Health Grade	Spec	9102MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps Roto-molded foot base	52.5"W x 30"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll- Color Field, Iron Arms: Maharam- Article, Gravel	MHRC Building: Activity Lounge / Living Room
S-4a		2-Seat Sofa - Arms Behavioral Health Grade - Bolted	Spec	9102MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Floor-mounting straps* Polyurethane armcaps Roto-molded foot base	52.5"W x 30"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Maharam- Scute, Agave Arms: Maharam- Article, Gravel	MHRC Green Building: Meditation *Floor-mounting straps provided by manufacturer. Contractor to provide and install mounting hardware based upon flooring type.
S-4b		2-Seat Sofa - Arms Behavioral Health Grade - Bolted	Spec	9102MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Floor-mounting straps* Polyurethane armcaps Roto-molded foot base Non-weighted	52.5"W x 30"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Maharam- Scute, Globetrotter Arms: Maharam- Article, Gravel	MHRC Blue Building: Meditation *Floor-mounting straps provided by manufacturer. Contractor to provide and install mounting hardware based upon flooring type.
S-4c		2-Seat Sofa - Arms Behavioral Health Grade - Bolted	Spec	9102MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Floor-mounting straps Polyurethane armcaps Roto-molded foot base	52.5"W x 30"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Maharam- Scute, Vision Arms: Maharam- Article, Gravel	MHRC Yellow Building: Meditation *Floor-mounting straps provided by manufacturer. Contractor to provide and install mounting hardware based upon flooring type.
S-4d		2-Seat Sofa - Arms Behavioral Health Grade - Bolted	Spec	9102MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Floor-mounting straps Polyurethane armcaps Roto-molded foot base	52.5"W x 30"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Maharam- Scute, Warmth Arms: Maharam- Article, Gravel	MHRC Orange Building: Meditation *Floor-mounting straps provided by manufacturer. Contractor to provide and install mounting hardware based upon flooring type.
C-1a		Single Seat Lounge Chair - Arms	Spec	9101M Tailor Lounge Freestanding, Medium Back Polyurethane armcaps 4-leg base	29.5"W x 29"D x 33"H	Armcaps: Sterling Grey Metal: Silver	Seat & Back: Knoll- Color Field, Aloe Arms: Maharam- Article, Gravel	CH Green Wing: Living Room / Library
C-1b		Single Seat Lounge Chair - Arms	Spec	9101M Tailor Lounge Freestanding, Medium Back Polyurethane armcaps 4-leg base	29.5"W x 29"D x 33"H	Armcaps: Sterling Grey Metal: Silver	Seat & Back: Knoll- Color Field, Seaglass Arms: Maharam- Article, Gravel	CH Blue Wing: Living Room / Library
C-1c		Single Seat Lounge Chair - Arms	Spec	9101M Tailor Lounge Freestanding, Medium Back Polyurethane armcaps 4-leg base	29.5"W x 29"D x 33"H	Armcaps: Sterling Grey Metal: Silver	Seat & Back: Knoll- Color Field, Straw Arms: Maharam- Article, Gravel	CH Yellow Wing: Living Room / Library
C-1d		Single Seat Lounge Chair - Arms	Spec	9101M Tailor Lounge Freestanding, Medium Back Polyurethane armcaps 4-leg base	29.5"W x 29"D x 33"H	Armcaps: Sterling Grey Metal: Silver	Seat & Back: Knoll- Color Field, Tangerine Arms: Maharam- Article, Gravel	CH Orange Wing: Living Room / Library
C-2a		Side Chair - Arms Behavioral Health Grade	Krug	KAR2B-18.55SIAGS Karma w/ Arms Fully Upholstered Sled Base Weighted	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Agave	MHRC Green Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-2b		Side Chair - Arms Behavioral Health Grade	Krug	KAR2B-18.55SIAGS Karma w/ Arms Fully Upholstered Sled Base Weighted	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Globetrotter	MHRC Blue Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-2c		Side Chair - Arms Behavioral Health Grade	Krug	KAR2B-18.55SIAGS Karma w/ Arms Fully Upholstered Sled Base Weighted	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Vision	MHRC Yellow Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-2d		Side Chair - Arms Behavioral Health Grade	Krug	KAR2B-18.55SIAGS Karma w/ Arms Fully Upholstered Sled Base Weighted	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Warmth	MHRC Orange Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-3a		Side Chair - Armless Behavioral Health Grade	Krug	KAR2B-18.55SUNAS Karma w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Agave	MHRC Green Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-3b		Side Chair - Armless Behavioral Health Grade	Krug	KAR2B-18.55SUNAS Karma w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Globetrotter	MHRC Blue Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-3c		Side Chair - Armless Behavioral Health Grade	Krug	KAR2B-18.55SUNAS Karma w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Vision	MHRC Yellow Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room
C-3d		Side Chair - Armless Behavioral Health Grade	Krug	KAR2B-18.55SUNAS Karma w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Warmth	MHRC Orange Building: Open Team Station Activity Lounge / Living Room Dining / Activity Room

CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
C-4a		Side Chair - Arms	Krug	KAR2C-18.5LSIAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Agave	CH Green Wing: Living Room / Library Art Room
C-4b		Side Chair - Arms	Krug	KAR2C-18.5LSIAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Globetrotter	CH Blue Wing: Living Room / Library
C-4c		Side Chair - Arms	Krug	KAR2C-18.5LSIAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Vision	CH Yellow Wing: Living Room / Library
C-4d		Side Chair - Arms	Krug	KAR2C-18.5LSIAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Seat & Back: Maharam- Scute, Warmth	CH Orange Wing: Living Room / Library
C-4e		Side Chair - Arms	Krug	KAR2C-18.5LSIAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Back: Bernhard- Array Kwai Seat: Maharam- Article, Gravel	MHRC and CH Building: Private Offices Breakrooms
C-4f		Side Chair - Arms	Krug	KAR2C-18.5LSIAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Armcaps: Grey Frame: Silver Metallic	Back: DesignTex-Alchemy, Cloud Seat: Maharam- Article, Gravel	CH Building: Dining / Activity
C-5a		Side Chair - Armless	Krug	KAR2C-18.5LSUNAD Karma w/out Arms Fully Upholstered 4-leg base	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Agave	CH Green Wing: Living Room / Library Art Room
C-5b		Side Chair - Armless	Krug	KAR2C-18.5LSUNAD Karma w/out Arms Fully Upholstered 4-leg base	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Globetrotter	CH Blue Wing: Living Room / Library
C-5c		Side Chair - Armless	Krug	KAR2C-18.5LSUNAD Karma w/out Arms Fully Upholstered 4-leg base	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Vision	CH Yellow Wing: Living Room / Library
C-5d		Side Chair - Armless	Krug	KAR2C-18.5LSUNAD Karma w/out Arms Fully Upholstered 4-leg base	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Warmth	CH Orange Wing: Living Room / Library
C-5e		Side Chair - Armless	Krug	KAR2C-18.5LSUNAD Karma w/out Arms Fully Upholstered 4-leg base	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Back: Bernhard- Array Kwai Seat: Maharam- Article, Gravel	MHRC and CH Building: Private Offices Breakrooms
C-5f		Side Chair - Armless	Krug	KAR2C-18.5LSUNAD Karma w/out Arms Fully Upholstered 4-leg base	20.2"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Back: DesignTex-Alchemy, Cloud Seat: Maharam- Article, Gravel	CH Building: Dining / Activity
C-6		Desk Chair - Armless	Norix	C110 Integra Stacking Armless Chair	17.6"W x 17.2"D x 32"H	Graphite	N/A	MHRC Building: Private Room
C-7		Desk Chair - Arms	Steelcase	4341115 Cobi Conference Chair Fixed Arms Swivel Base Soft Casters	24.75"W x 23.25"D x 34.39"H	Plastic Frame: Platinum Solid 6249	Back: Connect 3D Graphite 5025 Seat: Steelcase- Foundation, Foggy Night 5877	CH Building: Private Room
C-8a		Glider Chair	IDA	108-60-4000-108P Cama Glider Fully Upholstered Poly Armcaps	25.5"W x 31"D x 44"H	Armcaps: Fog 33 Legs: Silver Metallic GR1342	Seat & Back: Knoll- Color Field, Aloe Arms: Maharam- Article, Gravel	CH Building: Lactation CH Green Wing Living Room / Library
C-8b		Glider Chair	IDA	108-60-4000-108P Cama Glider Fully Upholstered Poly Armcaps	25.5"W x 31"D x 44"H	Armcaps: Fog 33 Legs: Silver Metallic GR1342	Seat & Back: Knoll- Color Field, Seaglass Arms: Maharam- Article, Gravel	CH Blue Wing: Living Room / Library
C-8c		Glider Chair	IDA	108-60-4000-108P Cama Glider Fully Upholstered Poly Armcaps	25.5"W x 31"D x 44"H	Armcaps: Fog 33 Legs: Silver Metallic GR1342	Seat & Back: Knoll- Color Field, Straw Arms: Maharam- Article, Gravel	CH Yellow Wing: Living Room / Library
C-8d		Glider Chair	IDA	108-60-4000-108P Cama Glider Fully Upholstered Poly Armcaps	25.5"W x 31"D x 44"H	Armcaps: Fog 33 Legs: Silver Metallic GR1342	Seat & Back: Knoll- Color Field, Tangerine Arms: Maharam- Article, Gravel	CH Orange Wing: Living Room / Library
C-9a		Glider Chair Behavioral Health Grade - Bolted	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Bolted to Floor	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll- Color Field, Aloe Arms: Maharam- Article, Gravel	MHRC Green Building: Meditation Glider to be bolted to floor.
C-9b		Glider Chair Behavioral Health Grade - Bolted	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Bolted to Floor	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll- Color Field, Seaglass Arms: Maharam- Article, Gravel	MHRC Blue Building: Meditation Glider to be bolted to floor.

County of San Mateo  
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Cordilleras Health  
System Replacement  
Project

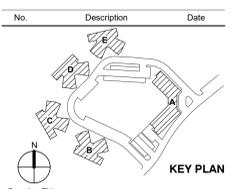
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DATE OF SIGNING: 1/25/2021

BULLETIN 4 25 JAN 2021



Drawing Title:

INTERIOR FURNITURE  
SPECIFICATIONS

Project No.: 005318.00 Checked by: Checker

FFE0202

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CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
C-9c		Glider Chair Behavioral Health Grade - Bolted	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Bolted to Floor	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll-Color Field, Straw Arms: Maharam-Article, Gravel	MHRC Yellow Building: Meditation Glider to be bolted to floor.
C-9d		Glider Chair Behavioral Health Grade - Bolted	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Bolted to Floor	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll-Color Field, Tangerine Arms: Maharam-Article, Gravel	MHRC Orange Building: Meditation Glider to be bolted to floor.
C-10		Bean Bag Chair	Pineapple	1801-400 Boden Bean Bag	35.4"W x 35.4"D x 31.4"H		Panaz Cadet Colours Zeet 151 Teal	MHRC and CH Building: Meditation
C-11		Convertible Exam Chair	Krug	45C8RVSAUAC11 Ascend Exam Recliner Standard Arm Urethane Armcap Casters Swing Away Tablet - located on left side of chair	33"W x 39.7"D x 49" - 62.7"H	Armcaps: Grey	Seat & Back: Knoll-Color Field, Iron Arms: Maharam-Article, Gravel	MHRC Buildings: Exam
C-12		Guest Chair - Arms	Cumberland	2453 Revo Guest Chair w/ Arms Upholstered Seat/Back	23"W x 22"D x 30"H	Frame: Sand, Low Sheen on RH White Oak WO-01 LS	Seat & Back: Bernhardt Textiles- Array, Kivi	CH Building: Chapel
C-13a		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps Roto-molded foot base	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll-Color Field, Aloe Arms: Maharam-Article, Gravel	MHRC Green Building: Activity Lounge / Living Room
C-13b		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps Roto-molded foot base	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll-Color Field, Seaglass Arms: Maharam-Article, Gravel	MHRC Blue Building: Activity Lounge / Living Room
C-13c		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps Roto-molded foot base	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll-Color Field, Straw Arms: Maharam-Article, Gravel	MHRC Yellow Building: Activity Lounge / Living Room
C-13d		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps Roto-molded foot base	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll-Color Field, Tangerine Arms: Maharam-Article, Gravel	MHRC Orange Building: Activity Lounge / Living Room
C-14a		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #0295439) Karma Stool w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 39.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Agave	MHRC Green Building: Open Team Station
C-14b		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #0295439) Karma Stool w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 39.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Gibraltar	MHRC Blue Building: Open Team Station
C-14c		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #0295439) Karma Stool w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 39.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Vision	MHRC Yellow Building: Open Team Station
C-14d		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #0295439) Karma Stool w/out Arms Fully Upholstered Sled Base Weighted	20.2"W x 21.9"D x 39.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Warmth	MHRC Orange Building: Open Team Station
C-15		Physician Stool	Kiehlauer	157711 Sky Stool Foot Ring Hand-activator	22"W x 22"D x 22" - 32.25"H	Polished Aluminum	Slitform Seat: Black	CH Building: Exam
C-16		Conference Chair	Steelcase	4541115 Cob Conference Chair Fixed Arms Swivel Base Hard Casters	24.75"W x 23.25"D x 36.39"H	Plastic Frame: Platinum Solid 0249	Back: Connect 3D Graphite 505 Seat: Cogent Connect Graphite 5525	CH Building: Open Work Area
C-17		Task Chair	Steelcase	48214125 Area Air Task Chair STD: H/W/P/D arms 3" Pneumatic seat height range Air Back Plastic Back, Upholstered Seat Hard Casters	26.5"W x 24.75"D x 37.25-52.5"H	Frame: Merle	Back: Air Back Plastic-Near Black 0205 Seat: Monotum-Canter EPU, Graphite	MHRC and CH Building: Thruout
C-18		Guest Chair - Armless	Cumberland	2454 Revo Guest Chair w/out Arms Upholstered Seat/Back	23"W x 22"D x 30"H	Frame: Sand, Low Sheen on RH White Oak WO-01 LS	Seat & Back: Bernhardt Textiles- Array, Kivi	CH Building: Chapel
C-19		Single Seat Lounge Chair - Arms	Spec	9101M Tailor Lounge Freestanding, Medium Back 4-leg base	29.5"W x 29"D x 33"H	Armcaps: Sterling Grey Metal: Silver	Maharam-Crush, Spring	CH Building: Corridor
C-20a		Glider Chair Behavioral Health Grade	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Weighted	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll-Color Field, Aloe Arms: Maharam-Article, Gravel	MHRC Green Building: Lounge / Living Room
C-20b		Glider Chair Behavioral Health Grade	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Weighted	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll-Color Field, Seaglass Arms: Maharam-Article, Gravel	MHRC Blue Building: Lounge / Living Room

CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
C-20c		Glider Chair Behavioral Health Grade	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Weighted	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll-Color Field, Straw Arms: Maharam-Article, Gravel	MHRC Yellow Building: Lounge / Living Room
C-20d		Glider Chair Behavioral Health Grade	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty Fully Upholstered Polyurethane Armcaps Weighted	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll-Color Field, Tangerine Arms: Maharam-Article, Gravel	MHRC Orange Building: Lounge / Living Room
T-1		Side Table	Spec	18-D-DRUM Round Side Table Solid Surface Top, Plam Sides Plinth Base	18"D x 18"H	Top: Corian Pearl Gray Sides: Formica Aged Ash Base: Stainless	N/A	CH Building: Thruout
T-2		Coffee Table	Spec	3036-OVAL Oval Coffee Table Solid Surface Top, Plam Sides Plinth Base	30"W x 36"D x 18"H	Top: Corian Pearl Gray Sides: Formica Aged Ash Base: Stainless	N/A	CH Building: Thruout
T-3		Dining Table - 4 Person Round	Spec	36D-TR Round Dining Table 4-person Trumpet Base Plastic Laminate Top	36"D x 29"H	Top: Formica Aged Ash Edge: 2mm Bio Edge, Spectone 7037 Base: Silver	N/A	CH Building: Living Room / Library
T-4		Dining Table - 2 Person Round	Spec	24D-TR Round Dining Table 2-person Trumpet Base Plastic Laminate Top	24"D x 29"H	Top: Formica Aged Ash Edge: 2mm Bio Edge, Spectone 7037 Base: Silver	N/A	CH Building: Interview / Visitation
T-5		Dining Table - 4 Person Square Behavioral Health Grade	Spec	30X36SQ-TRHD Heavy Duty Square Dining Table 4-person Trumpet Base Solid Surface Top Weighted	36"W x 36"D x 29"H	Top: Corian Pearl Gray Base: Silver	N/A	MHRC Building: Dining / Activity Room
T-6		Dining Table - 4 Person Flip Top	Action Laminates	DURA-4242 Dura Training Table Flip-Top Four Locking Casters	42"W x 42"D	Top: Formica Aged Ash Edge: Matching Edgeband Base: Silver	N/A	CH Building: Dining / Activity Room Art Room
T-7		Bedside Cabinet	Pineapple	1AUB-1 Acumen Open Hickory Bedside Cabinet Open, Fixed shelves Floor/wall fastened*	17.7"W x 15"D x 23.4"H	Hickory	N/A	MHRC Buildings: All Patient Bedrooms *Cabinet to be fastened to floor/wall and sealed with jack-proof caulk. Manufacturer to provide mounting attachments. Contractor to fasten cabinet to floor/wall with secure hardware per manufacturer's recommendations and installation guide. Tamper-resistant fasteners to be provided by Contractor. At time of instal, Contractor to review with Owner if floor or wall fastening is preferred and determine exact location in field.
T-8		Bedside Cabinet	Pineapple	1AUB-101-HG Acumen Gray Bedside Cabinet Drawers	17.7"W x 15"D x 23.4"H	Hickory	N/A	CH Building: All Patient Bedrooms
T-9		Training Table	Action Laminates	DURA-3060 Dura Training Table Flip-Top Four Locking Casters No Modesty Panel No Grommet	30"W x 60"D x 28"H	Top: Formica Aged Ash Edge: Matching Edgeband Base: Silver	N/A	CH Building: Living Room / Library Art Room
T-10		Dining Table - 2 Person Square Behavioral Health Grade	Spec	30X36SQ-TRHD Heavy Duty Square Dining Table 2-person Trumpet Base Solid Surface Top Weighted	30"W x 30"D x 29"H	Top: Corian Pearl Gray Base: Silver	N/A	MHRC Building: Dining / Activity Room
T-11		Side Table Behavioral Health Grade	Spec	18-D-DRUMHD Round Side Table, Heavy Duty Solid Surface Top, Plam Sides Straight Base Weighted	18"D x 18"H	Top: Corian Pearl Gray Sides: Formica Aged Ash	N/A	MHRC Building: Lounge / Living Room Interview / Visitation
T-12		Coffee Table Behavioral Health Grade	Spec	3036-OVALHD Oval Coffee Table, Heavy Duty Solid Surface Top, Plam Sides Straight Base Weighted	30"W x 36"D x 18"H	Top: Corian Pearl Gray Sides: Formica Aged Ash	N/A	MHRC Building: Lounge / Living Room Activity
T-13		Dining Table - 2 Person Round Behavioral Health Grade	Spec	24DIA-TRHD Heavy Duty Round Dining Table 2-person Trumpet Base Plastic Laminate Top Weighted	24"D x 29"H	Top: Formica Aged Ash Edge: 2mm Bio Edge, Spectone 7037 Base: Silver	N/A	MHRC Building: Lounge / Living Room Activity Exam
T-14		Side Table Behavioral Health Grade - Bolted	Spec	18-D-DRUMHD Round Side Table, Heavy Duty Solid Surface Top, Plam Sides Straight Base Floor-mounting straps*	18"D x 18"H	Top: Corian Pearl Gray Sides: Formica Aged Ash	N/A	MHRC Building: Meditation *Floor-mounting straps provided by manufacturer. Contractor to provide and install mounting hardware based upon flooring type.
T-15		Dining Table - 4 Person Round Behavioral Health Grade	Spec	36DIA-TRHD Heavy Duty Round Dining Table 4-person Trumpet Base Plastic Laminate Top Weighted	36"D x 29"H	Top: Formica Aged Ash Edge: 2mm Bio Edge, Spectone 7037 Base: Silver	N/A	MHRC Building: Lounge / Living Room Interview / Visitation
T-16		Storage Credenza	Steelcase	16C81771 EWE15872 Executive Credenza Contemporary and Sanford Mirror Surf Laminate Interior Back Locking Inset Doors Technology Through w/ Cut-Out (both sides)	72"W x 18"D x 27.5"H	Steelcase Clear Oak	N/A	CH Building: Conference Room Office furniture specification provided by One Workplace. Prior to order, confirm final equipment selection and size to ensure fit within cabinet. Coordinate equipment installation with owner.
T-17		Conference Table - 4 Person Round	Spec	42DIA-TR Round Conference Table 4-person Trumpet Base Plastic Laminate Top	42"D x 29"H	Top: Formica Aged Ash Edge: Matching Edgeband Base: Silver	N/A	MHRC Building: Staff Team Area

County of San Mateo PDU



Cordilleras Health System Replacement Project

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DATE OF SIGNING: 1/25/2021

BULLETIN 4 25 JAN 2021

No.	Description	Date



KEY PLAN

INTERIOR FURNITURE SPECIFICATIONS

Project No.: 005318.00 Checked by: Checker

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CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
T-18		Meeting Table - 2-person Square	Steelcase	T54TLR2424_15418ASE22 Groupworks Square Table	24"D x 24"D x 28"H	Laminate Top/3mm Edge: Steelcase Clear Oak 2HAK Base: Merle 7360	N/A	CH Building: Campus Office Manager Doctors Office
T-19		Dining Table - 4-Person Square	Spec	42X42SQ-TR Square Dining Table 4-person Trumpet Base Plastic Laminate Top	42"W x 42"D x 29"H	Top: Formica Aged Ash Edge: 2mm Bio Edge, Spectone 7037 Base: Silver	N/A	MHRC and CH Building: Foyer Open Work Area
T-20		Training Table	Action Laminates	DURA-3000 Dura Training Table Flip Top Four Locking Casters No Modesty Panel With Grommet	30"W x 60"D x 28"H	Top: Formica Aged Ash Edge: Matching Edgeband Base: Silver	N/A	CH Building: Open Work Area Conference Room
T-21		Round Occasional Table	Cumberland	3133 Casual Occasional Table Metal Base	24"D x 20.5"H	Top: Sand, Low Sheen on left: White Oak WO-01-LS Base: Painted Metal Silver SLV	N/A	CH Building: Chapel
B-1		Bed w/ Mattress Behavioral Health Grade	Pineapple	15VEA-100-80_1TRM6-80-36 Sove Box Bed w/ Taurus Mattress Floor fastener*	Bed: 38.5"W x 83"L x 18.5"H Mattress: 36"W x 80"L	Hickory		MHRC Buildings: All Patient Bedrooms  *Beds to be fastened to floor and sealed with pick-proof caulk. Manufacturer to provide floor-mount attachments. Contractor to bolt bed to floor with floor secure hardware per manufacturer's recommendations and installation guide. Tamper-resistant fasteners to be provided by Contractor.
B-2		Bed w/ Mattress Behavioral Health Grade	Pineapple	15VEA-100-80_1TRM6-80-36 Sove Box Bed w/ Taurus Mattress	Bed: 38.5"W x 83"L x 18.5"H Mattress: 36"W x 80"L	Hickory		CH Building: All Patient Bedrooms  Beds to be sealed to floor with pick-proof caulk.
D-1		Patient Desk Behavioral Health Grade	Pineapple	1AUD-400-HG Acumen Gray Desk Drawers	42.7"W x 19"D x 28.9"H	Hickory		CH Building: All Patient Bedrooms
D-2 (Item 1 of 7)		Height Adjustable Desk	Steelcase	MGELTRQ Migration SE Height Adjustable Desk T-Leg Extended Height No Overhang Up/Down Controller Squared Edge Foot ...	52-64"W x 29"D x 22.6"- 48.7"H	Top/Edge: Steelcase Clear Oak 2HAK Leg Finish: Merle 7360	N/A	CH Building: Campus Office Doctors Office Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all D-2 components.
D-2 (Item 2 of 7)		File Ped	Steelcase	EGPM201523 Elective Elements Mobile Pedestal File File Configuration No Cushion Top Standard Close, Standard Key Plug Contemporary Pulls	15"W x 22.75"D x 23"H	Laminate: Steelcase Clear Oak 2HAK Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201	N/A	
D-2 (Item 3 of 7)		Overhead Storage Hutch	Steelcase	E6015_1SH Elective Elements Overhead Hutch Single High Hinged, Laminate Doors No Lock Wall Mount Bracket	72-96"W x 15-7/8"D x 15"H	Laminate: Steelcase Clear Oak 2HAK	N/A	
D-2 (Item 4 of 7)		Worksurface	Steelcase	E6W524_..._E6NL231527L_E6PA231527F Elective Elements Worksurface L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls Standard Key Plug No Scallop, No Modesty Panel	72-96"W x 24"D x 27.5"H	Top/Edge: Steelcase Clear Oak 2HAK Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201	N/A	
D-2 (Item 5 of 7)		Tackboard	Steelcase	E6T_21M Elective Elements Tackboard	72-96"W x 21.5"H		Vertical Fabric: Abacus Cusp P125	
D-2 (Item 6 of 7)		Task Light	Steelcase	LDASHMINIF Dash Mini Task Light Freestanding Base No Occupancy Sensor	37"W x 8.25"D x 25"H	Arctic White	N/A	
D-2 (Item 7 of 7)		Computer Monitor Arm	Steelcase	CFMDSWP CF Series Monitor Arms Monitor Arm-Pole Mount Dual with C Clamp, Static Standard Tilt Head Option	Supports (2) 20lb Monitor, 24-30"W	Primary Finish: Pearl Snow ZW01	N/A	
D-3 (Item 1 of 3)		Height Adjustable Desk	Steelcase	MGELTRQ Migration SE Height Adjustable Desk T-Leg Extended Height No Overhang Up/Down Controller Squared Edge Foot ...	52-64"W x 29"D x 22.6"- 48.7"H	Top/Edge: Steelcase Clear Oak 2HAK Leg Finish: Merle 7360	N/A	MHRC Building: Shared Office  Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all D-3 components.
D-3 (Item 2 of 3)		Task Light	Steelcase	LDASHMINIF Dash Mini Task Light Freestanding Base No Occupancy Sensor	37"W x 8.25"D x 25"H	Arctic White	N/A	
D-3 (Item 3 of 3)		File Ped	Steelcase	TS25LIM Turnstone Slim Pedestal No Cushion Contemporary Pull Small Casters Standard Key Plug	12"W x 18-7/8"D x 23"H	Primary Finish: Milk 4242 Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201	N/A	
D-4 (Item 1 of 6)		Height Adjustable Desk	Steelcase	MGELTRQ Migration SE Height Adjustable Desk T-Leg Extended Height No Overhang Up/Down Controller Squared Edge Foot ...	52-64"W x 29"D x 22.6"- 48.7"H	Laminate/3mm Edge: Steelcase Clear Oak 2HAK Leg Finish: Merle 7360	N/A	MHRC and CH Building: Directors Office Dietary Director Office Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all D-4 components.
D-4 (Item 2 of 6)		File Ped	Steelcase	EGPM201523 Elective Elements Mobile Pedestal File File Configuration No Cushion Top Standard Close, Standard Key Plug Contemporary Pulls	15"W x 22.75"D x 23"H	Laminate: Steelcase Clear Oak 2HAK Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201	N/A	

CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
D-4 (Item 3 of 6)		Overhead Storage Hutch	Steelcase	E6015_1SH Elective Elements Overhead Hutch Single High Hinged, Laminate Doors No Lock Wall Mount Bracket	72-96"W x 15-7/8"D x 15"H	Laminate: Steelcase Clear Oak 2HAK	N/A	
D-4 (Item 4 of 6)		Worksurface	Steelcase	E6W524_..._E6NL231527L_E6PA231527F Elective Elements Worksurface L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls Standard Key Plug No Scallop, No Modesty Panel	72-96"W x 24"D x 27.5"H	Top/Edge: Steelcase Clear Oak 2HAK Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201	N/A	
D-4 (Item 5 of 6)		Tackboard	Steelcase	E6T_21M Elective Elements Tackboard	72-96"W x 21.5"H		Vertical Fabric: Abacus Cusp P125	
D-4 (Item 6 of 6)		Task Light	Steelcase	LDASHMINIF Dash Mini Task Light Freestanding Base No Occupancy Sensor	37"W x 8.25"D x 25"H	Arctic White	N/A	
SYS-1 (Item 1 of 2)		Desk and Panel System	Steelcase	(14) 48H x 30H Answer Panels and (6) 48H x 36W Answer Panels with Connections Includes (6) 24/36 Worksurfaces with Supports With Data No Cable Tray / Base Tray	See Description	Frame Paint: Milk 4242 Receptacle: Arctic White 6009 BPI: Arctic White 6009	Interior Skin: Billard Cloth- Cumulus (SH19), Avocado (SH14)	CH Building: Open Work Area  Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all SYS-1 components.
SYS-1 (Item 2 of 2)		Task Light	Steelcase	LDASHMINIF Dash Mini Task Light Freestanding Base No Occupancy Sensor	37"W x 8.25"D x 25"H	Arctic White	N/A	
SYS-2 (Item 1 of 6)		Panel System	Steelcase	(2) 48H x 36W Answer Panel and (1) 30H x 72W Answer Panel with Connections No Data No Cable Tray / Base Tray	See Description	Frame Paint: Milk 4242 Receptacle: Arctic White 6009 BPI: Arctic White 6010	Interior Skin: Billard Cloth- Cumulus (SH19), Avocado (SH14)	CH Building: Open Work Area  Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all SYS-2 components.
SYS-2 (Item 2 of 6)		Height Adjustable Desk	Steelcase	MGELTRQ Migration SE Height Adjustable Desk	52-64"W x 29"D x 22.6"- 48.7"H	Laminate/3mm Edge: Steelcase Clear Oak 2HAK Leg Finish: Merle 7360	N/A	
SYS-2 (Item 3 of 6)		Return Worksurface	Steelcase	Answer/Universal Return Worksurface with (2) Caribbean Panel Supports No Scallop No Grommet With Cord Drop	42"W x 18"D	Laminate/3mm Edge: Steelcase Clear Oak 2HAK Support Paint: Milk 4242	N/A	
SYS-2 (Item 4 of 6)		File Ped	Steelcase	EGPM201523 Elective Elements Mobile Pedestal File File Configuration No Cushion Top Standard Close, Standard Key Plug Contemporary Pulls	15"W x 22.75"D x 23"H	Laminate: Steelcase Clear Oak 2HAK Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201	N/A	
SYS-2 (Item 5 of 6)		Task Light	Steelcase	LDASHMINIF Dash Mini Task Light Freestanding Base No Occupancy Sensor	37"W x 8.25"D x 25"H	Arctic White	N/A	
SYS-2 (Item 6 of 6)		Computer Monitor Arm	Steelcase	CFMDSWP CF Series Monitor Arms Monitor Arm-Pole Mount Dual with C Clamp, Static Standard Tilt Head Option	Supports (2) 20lb Monitor, 24-30"W	Primary Finish: Pearl Snow ZW01	N/A	
F-1		Lateral File	Steelcase	RF18303F Universal Lateral File Laminate Top Standard Central Locking Drawers with Hanging Files	30"W x 18"D x 40"H	Primary Finish: Milk 4242 Top/Edge: Steelcase Clear Oak 2HAK Lock: Polished Chrome 9201	N/A	MHRC Building: Shared Office  Office furniture specification provided by One Workplace.
F-2		Lateral File	Steelcase	RF18363F Universal Lateral File Laminate Top Standard Central Locking Drawers with Hanging Files	36"W x 18"D x 40"H	Primary Finish: Milk 4242 Top/Edge: Steelcase Clear Oak 2HAK Lock: Polished Chrome 9201	N/A	CH Building: Open Work Area  Office furniture specification provided by One Workplace.
L-1		Lectern	Coalesce	COCL42 Exponents Lectern	23.5"W x 18.75"D x 48"H	Surface Materials: Grade 1-V3BK Desert Oak Rift Cut Low Sheen Base: Platinum Matte	N/A	CH Building: Chapel
RP-1		Room Divider Panel	3form	Varia Suspend Strum Fix (Capacity 3) Sandstone/Sandstone 3mm Cable Cable Tensioner w/ Cover Plate Kit	48"W x 96"H 3/8" Thickness	Panel Pattern: Strum, Flip Panel Finish: Sandstone Cables: Stainless Steel	N/A	CH Building: Open Work Area  Panels suspended from ceiling/floor. Cables to be anchored in concrete or wood blocking.
W-1		Wardrobe Behavioral Health Grade	Pineapple	1AUW2-001-HG - Custom Size Acumen Gray Wardrobe 2-Door Wardrobe	Custom Size	Hickory	N/A	CH Building: All Patient Rooms
CUBIE		Power Outlet	Brandstand	BPECM Cube Mini (2) Outlet and (2) USB - 6ft cord	5"W x 2.25"D x 2"H	White	N/A	MHRC and CH Building: Throughout

County of San Mateo  
PDU



Cordilleras Health  
System Replacement  
Project

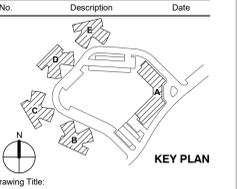
CANNONDESIGN

444 S. Flower St. Suite 4700  
Los Angeles, California 90071  
T: 310.229.2700  
F: 310.229.2800



DATE OF SIGNING: 1/25/2021

BULLETIN 4 25 JAN 2021



INTERIOR FURNITURE  
SPECIFICATIONS

Project No.: 005318.00 Checked by: Checker

FFE0204



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CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
XC-2		Glide Chairs	Centerville Amish	# CAF-010 - Glider Chair - 50lbs	28"W x 27"D x 36.5"H	Treated wood unfinished		MHRC Courtyards Bolt in place required. Must purchase separately.
XC-3		Double Glide Chair	Centerville Amish	# CAF-006 - Glider - 70lbs	50.5"W x 27"D x 36.5"H	Treated wood unfinished		MHRC Courtyards Bolt in place required. Must purchase separately.
XC-1		Wellspring Dining Chair	Landscape Forms	Wellspring Chair w/out arm Free standing glides on all chairs	22"W x 23"D x 34"H	Teak wood no finish		MHRC Courtyards
XT-1		Wellspring Dining Table	Landscape Forms	Wellspring 48" Round Surface mount table plate	48"D x 30"H	Teak wood no finish		MHRC Courtyards
XC-4		Adirondack Chair	Country Casual Teak	Adirondack Chair	31"W x 36"D x 39"H	Teak wood no finish		Central Open Space
XC-5		Picnic Table	Country Casual Teak	Larchmont Accessible Picnic Table Free Standing	98.75"W x 63.5"D x 28.75"H	Teak wood no finish		Central Open Space
XC-6		Curved Wood Bench	Country Casual Teak	Widemere armless Double Curved Bench Surface Mount	153"W x 45"D x 35"H	Teak wood no finish		Central Open Space
XT-3		Pizza Table	Fermob	Luxembourg Pedestal Table 80cm x 80cm Aluminum Frame & Base	31.5"L x 31.5"W x 29"H	Color: Capucine		Central Open Space
XC-3		Pizza Chair	Fermob	Luxembourg Chair Aluminum Frame & Base	22.5"L x 19"W x 34.5"H	Color: Capucine		Central Open Space

County of San Mateo  
PDU



Cordilleras Health  
System Replacement  
Project

**CANNONDESIGN**

444 S. Flower St. Suite 4700  
Los Angeles, California 90071  
T: 310.229.2700  
F: 310.229.2800



DATE OF SIGNING: 1/25/2021

BULLETIN 4 25 JAN 2021

No.	Description	Date



KEY PLAN

**EXTERIOR FURNITURE  
SPECIFICATIONS**

Project No.: 005318.00 Checked by: Checker

**FFE0206**

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

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

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

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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."