

NOTICE OF REQUEST FOR PROPOSALS OPPORTUNITY

Dear Prospective Proposer:

The Behavioral Health and Recovery Services Division of the San Mateo County Health System is soliciting proposals from qualified and interested providers for three of the four Mental Health Rehabilitation Centers (MHRC's) that will sit on a campus on unincorporated County land on Edmonds Road near Redwood City. This new campus has been designed to provide a world-class healing therapeutic environment. Selected contractors will provide a full range of psychiatric, therapeutic, nursing, rehabilitative, and social services to all the approved county consumers as required to be provided by an MHRC. These services may be funded with Federal, State and/or County sources. The Request for Proposals for these services can be viewed and downloaded by going to

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.

All interested parties are invited to attend the non-mandatory Proposers' Conference to be held on Thursday June 14, 2022 from 11:00 a.m. – 1:00 p.m. PST. RSVP to <u>brjohnson@smcgov.org</u> no later than June 10, 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, 999190132# United States, San Francisco Phone Conference ID: 999 190 132#

The deadline for submitting a proposal is 4:00 P.M. PST on July 8, 2022.

Sincerely,

Brad Johnson Brad Johnson, Contract Manager Behavioral Health and Recovery Services Email: brjohnson@smcgov.org





REQUEST FOR PROPOSALS Mental Health Rehabilitation Center Services

RFP # 2021-004

RFP SCHEDULE AND GENERAL INFORMATION

Solicitation Number	BHRS 2021-04
Number of contracts expected to be awarded	3
Funding Sources	⊠Federal ⊠State ⊠County □Other
Expected Contract Start/End Dates	3 Year Contract
Options to Renew	The initial awarded contract is for 3 years, with
	an option to renew for an additional two (2)
	years included, pending program evaluation and
	division approval.
Hard Copies of Proposals Required	1 electronic original with original signatures
County Mailing Address	Behavioral Health & Recovery Services
(for hard copy proposal submissions)	Attn: Brad Johnson, Contract Manager
	2000 Alameda de las Pulgas, Suite 280
	San Mateo, CA 94403
E-mail Address	brjohnson@smcgov.org
(for general communications & protests)	
RFP Released	May 20, 2022
Deadline for Questions, Comments and	June 10, 2022
Exceptions	
Proposers' Conference date and time	June 14, 2022 11:00 am – 1:00 pm
Proposers' Conference location	RSVP to Brjohnson@smcgov.org no later than
	June 10, 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,,999190132# United States,
	San Francisco
	Phone Conference ID: 999 190 132#
Release date for Final Questions & Answers	June 17, 2022
Proposal Due Date and Time	July 8, 2022 – 4PM (PST)
Evaluation of Proposals*	July 18, 2022
Interviews – if necessary*	TBD
Notification of Funded Proposals*	July 29, 2022
Protest Deadline*	August 5, 2022

Submission to County Board for approval*	TBD
Service Start Date*	TBD

*Dates are subject to change

STATEMENT OF INTENT

San Mateo County Health System, Behavioral Health and Recovery Services Division (BHRS) is seeking proposals from interested parties for three of the four Mental Health Rehabilitation Centers (MHRC's) that will sit on a campus on unincorporated County land on Edmonds Road near Redwood City. The campus will also include a three-story Campus Center that is not the focus of this RFP. The campus already has and will continue to have a Fire Station and Canyon Oaks Youth Center, a short term residential therapeutic program. The new MHRCs will replace an existing facility known as Cordilleras Mental Health Center that will be demolished. 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).

BACKGROUND

In 2013, the San Mateo County Board of Supervisors decided that it was time to replace this aging building which was housing 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 and Behavioral Health and Recovery Services collaborated on this effort and hired the 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 comprised of multiple programs and services that will be a center 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.

VISION

We envision safer communities for all, where individuals may realize a meaningful life and the challenges of mental health and/or substance use are addressed in a respectful, compassionate, holistic and effective manner. Inclusion and equity are valued and central to our work. Our diverse communities are honored and strengthened because of our differences.

MISSION

We provide prevention, treatment and recovery services to inspire hope, resiliency and connection with others to enhance the lives of those affected by mental health and/or substance use challenges. We are

dedicated to advancing health and social equity for all people in San Mateo County and for all communities. We are committed to being an organization that values inclusion and equity for all.

VALUES

- *Person and Family Centered* We promote culturally responsive person-and-family centered recovery.
- Potential

We are inspired by the individuals and families we serve, their achievements and potential for wellness and recovery.

• Power

The people, families, and communities we serve and the members of our workforce guide the care we provide and shape policies and practices.

• Partnerships

We can achieve our mission and progress towards our vision only through mutual and respectful partnerships that enhance our capabilities and build our capacity.

• Performance

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

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A. DEFINITIONS

- Adult Residential Treatment Services: As permitted to be provided by licensed Mental Health Rehabilitation Centers in Title 9, Division 1, Chapter 11, Subchapter 4, Article 3, Section 1840.332: <u>https://govt.westlaw.com/calregs/Document/IAD3AFA2D28864BFAA0C60F0E0BD5A547?viewTyp</u> <u>e=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(s c.Default)</u>
- **AOD**: Depending on context Alcohol and Other Drug services to consumers, or the Alcohol and Other Drug Service Team within Behavioral Health and Recovery Services.
- BHRS: Behavioral Health and Recovery Services, a division of the San Mateo County Health System.
- **Confidential Information**: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.
- **Contract Materials**: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.
- **Contract**: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.
- **Contractor**: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.
- **County Data**: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.
- **County Systems**: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.
- County: San Mateo County
- Deliverables: Goods or services required to be provided to San Mateo County under the Contract.
- **DMC-ODS**: Drug MediCal Organized Delivery System.
- **DUNS** (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

- **Force Majeure**: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, global pandemic, governmental acts, and other events.
- **Hosting**: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.
- **Key Employee**: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.
- Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.
- **Major Change**: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.
- Mental Health Rehabilitation Center licensed by the State of California, Department of Health Care Services Licensing and Certification Division to comply with requirements of California Code of Regulations Title 9 Rehabilitative and Developmental Services, Division 1 Department of Mental Health, Chapter 3.5 Mental Health Rehabilitation Center: <u>https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IB</u> <u>30A0A40D45211DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Defau</u> <u>It&contextData=(sc.Default)</u>
- **MHSA:** The Mental Health Services Act provides funding to Counties for mental health services by imposing a 1% tax on personal income in excess of \$1 million.
- **MHSA Innovations:** Activities funded by MHSA are grouped into required components, Innovations is a component created to fund projects that introduce new approaches or community-driven best practices that have not been proven to be effective. Innovation funding is for a defined time period (not more than 5 years) and evaluated to develop new best practices in behavioral health services and supports.
- **PII:** (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.
- **Program Manager**: The individual identified by BHRS to oversee the contract and manage deliverables, reporting, documentation and service delivery. This excludes the AOD Service Team.

- **Project Manager**: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.
- **Proposers' Conference**: A meeting held to allow prospective proposers an opportunity to gain more background information on the services listed in the RFP and to ask additional questions. Attendance is not mandatory in order to submit a proposal.
- **PST**: Pacific Standard Time, including Pacific Daylight Time when in effect
- RFI: Request for Information or Request for Interest
- **RFP**: Request for Proposals
- **RFQ**: Request for Qualifications or Request for Quotes
- **Subcontractor**: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including contractors and suppliers
- **Task Order or Purchase Order**: A written request from San Mateo County to a contractor to provide goods or services, indicating types, quantities, prices and delivery criteria.

B. SCOPE OF WORK AND SPECIAL PROVISIONS

A. SUMMARY

The new campus has been designed to provide a world-class healing 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. The four MHRC's have each been designed to have less noise, stimulation and mixing of consumers than is experienced in larger institutions, thus reducing stress and aggression that can lead to regression and/or violent behaviors. Research shows that participants in sixteen bed programs experience almost no episodes of violence. Small homelike MHRC's provide better opportunities to tailor programming and the living environment to the diverse needs of consumers. There is a strong correlation between consumers' perception of their environment and positive clinical outcomes. 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:

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 <u>community</u> 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.

Each of the four MHRC's will have no more than 16 beds and be independently operated by different organizations at separate addresses. Each MHRC will be separately licensed and contracted to and operated by separate entities with their own chief executives, governing bodies, and medical directors, in order to comply with federal guidelines prohibiting Medicaid reimbursement in large mental health institutions of more than 16 beds contained in Section 1905 (a)(B) of the Social Security Act and Title 42 Code of Federal Regulations Section 435.1009(b)(2) and the CMS guidelines for interpreting it in the State Medicaid Manual Attachment 1. Each MHRC must not share staff with any other MHRC Each MHRC must be separately licensed by the California Department of Health Care Services, Licensing and Certification Division to comply with all requirements of MHRCs and to provide Adult Residential Treatment Services. They will be eligible to claim Federal Financial Participation for Adult Residential Treatment Services (Cal. Code of Regs., tit. 9, section 1840.332). (As of January 1, 2021, there is no longer a requirement that an MHRC receive separate certification to comply with Social Rehabilitation Program standards to provide Adult Residential Treatment Services Only three of the four MHRC's is out for bid. The fourth MHRC is planned to be operated by Telecare, the current contracted provider for Cordilleras.

This RFP is not soliciting for proposals for operations of the three-story Campus Center, however some information about the Center has been provided as helpful to development of the proposals for the MHRCs. The Campus Center will be comprised of two wings. One wing will house the chapel, art center, lactation room (for anyone on the campus to use), exercise room, primary care exam rooms, conference room and volunteer center. The other will house a commercial kitchen, retail store, bed bug elimination room and engineering/mechanical rooms. The commercial kitchen will provide culinary training to consumers and the retail store will sell food prepared by the kitchen, as well as artwork created by consumers at the art center. Consumers from any of the MHRC's would be able to access the resources on the first floor of the campus center if they are on pass or are accompanied by their MHRC staff during a planned outing.

Each MHRC will be as described:

MHRC 1: will have approximately 12 (75%) of its population comprised of consumers with serious mental illness who have medical complexities and ambulation challenges with many of them tending to be older. Consumers with incontinence issues must be able to attend to their activities of daily living (e.g. bathe themselves, able to change their own diapers). Consumers with medically complex needs must not rise to the level of needing a skilled nursing level of care. They may also have polydipsia (and the facilities have been designed to control water access in all bedrooms). The other 25% will be consumers who are deemed by BHRS facilities utilization management (FUM) to fit in clinically with the other 75%.

MHRC 2: will have approximately 12 (75%) of its population comprised of consumers with serious mental illness who have sexual behavioral challenges, may be Registered Sex Offender's (RSO's), and may present with or have a history of aggressive/assaultive behaviors. The other 25% will be consumers who are deemed by FUM to fit in clinically with the other 75%.

MHRC 3: will have approximately 12 (75%) of its population comprised of consumers with serious mental illness who have self-harm challenges and/or Axis II diagnoses. The other 25% will be consumers who are deemed by FUM to fit in clinically with the other 75%.

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

The consumer move date may change as a result of construction delays. Future contractors will be kept updated on date changes. Once the final building is commissioned (Bldg. A), each contractor will have 15 days to complete their move in and admit the consumers who are being moved from the existing Cordilleras MHRC. This will be done in a coordinated process with the existing staff and BHRS staff.

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

- Submit licensing packets to the State
- Take occupancy
- Hire and train staff
- Be reviewed and licensed by the State
- Become Medi-Cal certified through BHRS
- Complete contractor responsibilities listed on the MHRC Responsibility Matrix located in "Attachment A "

Note:

- Contractors will be expected to use the County's electronic health record for BHRS consumers to input admissions and discharges 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 Adult Residential Treatment Services 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.
- Contractors will not be permitted to change locations of architectural or infrastructure features without County approval.
- 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.

B. SCOPE OF WORK

a. Target Population: are consumers in need of an MHRC who are: 1) Medi-Cal eligible (unless otherwise approved by BHRS FUM), 2) 18 years or older, 3) on Lanterman-Petris-Short Act (LPS) or Temporary Conservatorships or other legal holds. For example, a consumer who is dually diagnosed with a serious mental illness and developmental disability and who is conserved via a 6500 could be considered if all other Golden Gate Regional Center (GGRC) options have been exhausted. Some will be approved by FUM and transferring from either an acute psychiatric hospital, a State hospital, a jail or another locked MHRC or being stepped up from a lower level of care. Consumers will evidence symptoms and have histories of severe and persistent mental illness, resulting in significant functional impairment. Psychiatric diagnoses treated will include but will not be limited to, schizophrenia, schizoaffective disorder, and bipolar disorder. Concomitant diagnoses of substance dependence, personality disorders, trauma disorders, mild developmental disorders and traumatic brain injury should be anticipated and addressed in the overall planning and provision of treatment. Consumers may have ambulation challenges but not to the level of meeting criteria for Skilled Nursing Facility (SNF) level of care. Consumers must be able to perform self_care (e.g. may wear adult diapers but be able to change them

independently). Consumers may present with a mild form of dementia but will not have that as their primary diagnosis.

b. <u>Services to be provided:</u>

The contractor will provide a full range of psychiatric, therapeutic, nursing, rehabilitative, and social services to all the approved county consumers as required to be provided by an MHRC. Contractors' services shall be designed to improve symptom management, encourage skill development, and promote restoration of effective and independent functioning. The focus of treatment will be to prepare consumers to live and work in the least restrictive environment possible, with the lowest risk of institutionalization. Contractor will provide an individualized rehabilitation program within a locked setting based on sound principles of psychiatric assessment, psychopharmacology, therapeutic interventions, and psychosocial rehabilitation techniques. Contractor will create a welcoming, safe, and therapeutic environment in which behaviors that promote wellness and recovery are reinforced both actively and thoughtfully with the goal of facilitating a learning process that helps consumers make considered choices and increases their level of functioning. The MHRC space has a trauma informed design. Examples of this include the colors, designs and fabrics used in the building and on the grounds, the types of furniture (gliding chairs, bean bag chairs, meditation room, exercise room), walking paths, a dining area that opens to the outdoors, and more individualized control over room temperature and lighting. MHRC staff will be trained to be thoroughly trauma informed to ensure that the trauma informed resources are maximized in facilitating the continued recovery of the consumers.

The MHRC will be a Recovery Oriented System of Care (ROSC) as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA) <u>https://www.samhsa.gov/</u> This encompasses a menu of individualized, person-centered, and strength-based services. It will promote the culture and language of hope and optimism. Hope is the foundation of recovery. The program will strive to support consumers in recovery from serious mental illness in distinct ways. The culture of the program will be focused on the recovery environment including individuals served, staff and the interpersonal relationships that create a supportive program setting.

More detailed service description are as follows: (Please refer to Title 9 Chapter 3.5 of the California Code of Regulations to ensure that your organization is including all current required services:

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?g uid=IB30A0A40D45211DEB97CF67CD0B99467&originationContext=documenttoc&transitio nType=Default&contextData=(sc.Default)

(a) The program shall include services designed to assist persons considered seriously disabled due to a mental illness to develop skills to become self-sufficient and capable of increasing levels of independent functioning in the community. The services in this program shall include, but not be limited to, clinical treatment which includes psychiatric and psychological services, learning disability assessment and educational services, prevocational and vocational counseling, development of independent living skills, self-help and social skills, and community outreach to develop linkages with other support and service systems, including family members.

- (b) All services shall be consumer centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities.
- (c) The program shall emphasize the participation of consumers in all aspects of the program including, but not limited to, individual treatment/service planning, program design and evaluation.
- (d) Structured day and evening services shall consist of, at a minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each consumer and shall be available seven (7) days a week. Services shall include, but not be limited to:
 - (1) Individual and group counseling or therapy.
 - (2) Crisis intervention.
 - (3) Pre-vocational or vocational counseling.
 - (4) Provision of educational services and remediation.
 - (5) Consumer advocacy, including assisting consumers to develop their own advocacy skills.
 - (6) Independent living skills.
 - (7) Money management.
 - (8) Self-control and symptom management.
 - (9) Sex education.
 - (10) Self-medication education.
 - (11) Personal grooming and hygiene.
 - (12) An activity program that encourages socialization within the program and general community, and that assists linking the consumer to resources which are available after leaving the program
 - (13) Individual or group rehabilitation

Treatment planning will be individually tailored and will include the consumer, consumer's family (if authorized by the consumer), conservator and outpatient treatment team.

c. Admissions and Discharges:

Contractor will be expected to admit all consumers referred to them within 3 days of receiving a complete referral packet, seven days a week and must notify FUM within 4 hours after receiving the packet,_if the referral packet is not complete. All referrals will have been selected by FUM to fit in with the consumer profiles for this MHRC and will be expected to be accepted. Contractors will have the final decision about who they can admit. In the event the contractor feels that they cannot treat a particular consumer, the contractor will provide FUM with the reason(s) for the decision in writing within 48 hours of receiving the compete referral packet. Consumers will not be excluded solely on the basis of histories that include self-injurious or assaultive behavior (including sex offenses) or arson.

The length of a consumer's admission is expected to range between 5 to 12 months. The contractor agrees that lack of engagement with a consumer will not provide the basis for discharge from the program. Discharge planning will be done in collaboration with the consumer, the conservator, the outpatient treatment team, FUM and other significant parties in the consumer's life, when the involvement of other significant parties is desired by the consumer. The discharge plan will be initiated soon after admission and will include the early engagement of any relevant community resources so as to build a bridge for a smooth reentry into the community. The discharge plan will include assessing for any obstacles to the consumer's placement in a lower level of care. The team will ensure that the plan addresses

reducing obstacles to discharge and plans for skill development needed for successful community living.

In the event that the consumer causes physical or emotional injury to another consumer, themselves, or staff, and/or significant property damage, the contractor in consultation with FUM and conservator will use all available information to determine the reason or motivation for the behavior while developing an appropriate response.

In instances when the consumer appears to be experiencing a change of mental status and meets the criteria for involuntary hospitalization, the contractor will facilitate the placement at a higher level of care (usually SMMC) and will accept the consumer back once psychiatrically stable again. The contractor will respond to SMMC and other hospital's treatment staff 7 days a week within one hour if the call is from Psychiatric Emergency Services (PES) or four hours for calls from other units of the hospital. The contractor will engage FUM around any disagreements with the hospital treatment team that cannot be quickly resolved between the two teams. The potential contractor will describe their plan for dealing with difficult clinical situations such as these and how they will train their staff in these areas.

Note: All MHRC beds belong to San Mateo County and cannot be sold to other entities.

d. <u>Staffing Requirements:</u>

Contractor shall employ adequate staff to meet the staffing patterns as listed below and as noted in Title 9. (Please refer to Title 9 Chapter 3.5 of the California Code of Regulations to ensure that your organization is including all current required staffing): <u>https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IB30A0A40D45211DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)</u>

Contractor shall also employ bilingual/bicultural staff to meet the cultural and language needs of consumers. [see the attached staffing models for MHRC 1,2,3] Staff can only work in one MHRC and cannot be shared among MHRC's.

<u>Administration</u>: The administrator, in addition to all of the usual a customary administrative responsibility, will be expected to work closely with the Deputy Director of Adult and Older Adult Services for BHRS and the BHRS Clinical Services Manager who oversees this contract. This may include regular meetings to discuss the program, the building and the campus.

<u>Individual and Group Therapy:</u> The contractor will employ a licensed clinician (i.e. the Clinical Services Program Director, Licensed Clinical Social Worker, etc.) who will provide individual therapy. Additionally, the contractor will conduct groups focusing on a range of issues. Some of the treatment approaches would include CBT, CBT-Trauma Informed, DBT, EMDR, Eating Disorder, etc. The following describes some, but not all, areas of focus for individual and group therapy:

• Skill Building: Regularly offered skills-building groups and individual therapy will focus on topics such as symptom recognition and management, the role of medication, stress management, coping skills, problem solving, sex education, personal hygiene/grooming, impulse control and goal setting.

- Symptom Management: Upon admission to the program, clinical staff will conduct a risk
 assessment to identify consumer concerns and potential risks to themselves and others.
 The assessment will be updated quarterly and whenever there is a change requiring an
 update. Both individual and group therapy will reflect the importance of recognizing early
 signs of decompensation and relapse and preventative measures.
- Family Counseling: Staff will provide support and psychoeducation for families (significant others) to facilitate improved understanding, compassion and communication and to further develop strengthen family members as natural supports for the consumers in preparation for their eventual discharge.

<u>Rehabilitation:</u> The contractor will offer a diverse array of daily individual and group rehabilitation activities intended to address the holistic needs of consumers with an emphasis on skills development. The contractor will guide each consumer in the development of a weekly schedule of 1:1 time with staff and groups. Programming will be sufficient to offer each consumer with at least 7 activity program hours per week and a minimum of 14 specific rehabilitation service hours per week, chosen based on each consumer's needs. Rehab Staff will offer supportive counseling, pre-vocational and vocational counseling, and assistance in building confidence with independent living skills as well as personal hygiene and grooming.

<u>Collateral Services:</u> The contractor will facilitate services provided by staff in conjunction with one or more significant support persons in the consumer's life (e.g. family members, roommates, and/or friends). The intent is to foster a view of the consumer in a broader context, evaluate the impact the consumer's natural supports have on the consumer's recovery, and provide the necessary support and education.

<u>Case Management:</u> The contractor will provide case management services with a focus on practical needs, such as securing appropriate entitlements, managing property, arranging/providing transportation, facilitating access to health and dental services, resolving legal issues, and helping consumers to secure appropriate step-down housing prior to discharge.

<u>Crisis Intervention</u>: The contractor will provide crisis intervention, as needed, twentyfour hours a day, seven days a week. This may include but not be limited to deescalation, PRN and/or other emergency medication and other supportive services intended to prevent inpatient hospitalizations.

<u>Psycho-Educational</u>: The contractor will provide psycho-educational services to assist consumers, their families and friends to achieve a more comprehensive understanding of mental illness, trauma and co-occurring challenges and to understand the role of medications.

<u>Wellness and Recovery Action Planning</u>: The contractor will encourage all consumers to participate in peer-facilitated Wellness and Recovery Action Plan (WRAP) groups where they will develop their own individualized plans to maintain health, identify triggers and warning signs, and to create a step-by-step plan for managing crisis. With the consumer's consent, the WRAP plan will be made a formal part of the consumer's treatment plan.

<u>Substance Use disorder Treatment:</u> The contractor will take a unified approach in addressing co-occurring mental illness and substance abuse issues by treating

individuals in a holistic manner using a single recovery process. Groups specific to the concerns of consumers with issues of substance abuse/dependence will be conducted/provided. Additionally, individual therapy will encourage frank and open conversations about such challenges.

<u>Trauma Treatment:</u> The contractor will provide trauma treatment for any consumer who has a history of trauma. This will be included in their individual therapy and other activities that lend to such. Consumers with histories of trauma will be especially directed to opportunities to use any and all of the trauma informed resources located in the MHRC (e.g. gliding chairs, meditation room, Yoga, exercise, etc.). These resources should be unconditionally available to the consumers and not be part of a reward system.

Ancillary Services

Dietary Services: MHRCs are responsible for providing three nutritious meals a day and providing snacks throughout the day. The monthly menu must be overseen by a licensed dietician who will also supervise provision of special therapeutic diets as prescribed. Each MHRC will have its own kitchen but contractors for each of the four MHRCs will have the option, if they would like, of working together to arrange for provision of food services by contracting for meals from a third-party contractor. A third-party contractor will have the opportunity to use the commercial kitchen located in the Campus Center. Use of a single contractor for food services will decrease traffic on the campus and, likely, lead to more economic pricing due to the increased volume of food services for that contractor. The contractor additionally keep supplies of emergency foods, snacks and beverages on hand. Each MHRC will be equipped with a fully functional kitchen where meals and snacks can be prepared and where cooking skills can be learned and practiced (See Attachment B – MHRC Kitchen Equipment) It is also suggested that the MHRC employ staff with a dual housekeeping/food service assistance staff (see the staffing recommendation document). This staff function can assist with the serving of the food delivered by the food contractor. The MHRC kitchens are not designed to produce regular meals on a daily basis but instead to serve food that has been produced elsewhere.

<u>Housekeeping and Laundry:</u> Each MHRC contractor will be responsible through either employing or contracting for housekeeping and commercial laundry services so that all areas of each MHRC facility are cleaned according to an established schedule and consumers are provided with clean linens. Consumers will be responsible for cleaning their own clothes using the facility washing machines provided for this purpose. It is also suggested that the MHRC employ staff with a dual housekeeping/food service assistance staff (see the staffing recommendation document). This staff function can assist with the serving of the food delivered by the food contractor. The MHRC contractors may choose to use the same commercial laundry service contractor in order to decrease the number of contractors creating traffic on the campus and, likely, lead to more economic pricing due to increased volume for that contractor.

<u>Pharmaceutical Service:</u> The contractor will contract for pharmaceutical services to fulfill prescriptions for consumers with prescribed medications. The contractor will work closely with the BHRS pharmacy services to develop protocols, policies and procedures and general practices for the supply, stocking and administration of all medications,

including Clozaril and Suboxone. The contractor will ensure that all Food and Drug Administration (FDA) protocols for monitoring consumers' prescribed Clozaril are followed. The contractor will maintain a policy to ensure compliance with all FDA_protocols for monitoring consumer's prescribed Clozaril. Contractor will ensure that all lab work and medications prescribed are included as part of the discharge planning.

<u>Laboratory & Phlebotomy Services:</u> Contractor will contract or arrange for these services. The MHRC contractors may choose to use the same services in order to decrease the number of contractors on the campus.

<u>Medical Care:</u> Contractor will ensure that the consumers in its program continue to receive and have access to their routine medical providers in the community if they have them. Contractor will facilitate the referral and enrollment in medical care coordinating with the Public Guardian conservator, should a consumer not already have such services. There will also continue to be a medical office and exam room in the Campus Center out of which a contracted primary care provider with co-occurring expertise provides routine primary care services for those who do not already have their own providers. The primary care provider may also see the consumers at the MHRC in the visitation room that is also designed as an exam room should there be challenges in having the consumer leave the building to go to the Campus Center.

<u>Medical Records Management</u>: The contractor will ensure adequate documentation of services provided occurs on a daily basis and medical records are maintained in accordance with the law.

Behavioral Health and Recovery Services:

Following admission, contractor will ensure each consumer will be interviewed and assessed by the multidisciplinary treatment team consisting of a psychiatrist, clinician, nurse and rehabilitation staff. Assessments will document current psychiatric symptoms, past psychiatric treatment and response, issues related to substance use and treatment, trauma history and treatment, risk (danger to self/others, self-injurious behavior, and elopement) and under what circumstances, physical health to include current conditions and past treatment, legal involvement, family background and natural supports and consumer strengths.

Contractor will ensure that the assessment process will culminate in an Individual Recovery Plan that recognizes each consumer's unique needs, preferences, and hopes for his or her future. The plan will be developed within 30 days following admission and approved and signed by the Program Clinical Director and Program Administrator.

The Individual Recovery Plan will include:

- 1. Areas of treatment need
- 2. Goals stated in the consumer's own words
- 3. Perceived barriers to achieving goals
- 4. Plan of action for achieving goals
- 5. Staff assessment and plan of action to assist the consumer during crises
- 6. Progress reviews and dates of review
- 7. A self-management plan to guide staff and the consumer during crises
- 8. Estimated frequency and duration of interventions

- 9. Signature of staff completing the plan
- 10. Signature of consumer to indicate the consumer's agreement with the plan *Note: The plan should address co-occurring challenges and trauma related treatment needs.*

Duties of Medical Director and Psychiatrist: Additionally, contractor is required to name a medical director and provide onsite psychiatric services. The same individual may fulfill both roles. The psychiatrist is to provide direct care for consumers and participate in the multidisciplinary team. Contractor is responsible for the completion of all necessary components for the Consumers' annual conservatorship re-evaluations and court testimony (by the psychiatrist). Contractor agrees medications are instrumental in stabilizing symptoms so that consumers can take maximum advantage of program services. Medication monitoring practices will include regular review of actual compliance, medication response, and documentation of the reasons for any changes. Medication management will include the ordering and administration of medications as needed and provided for by law. Contractor will ensure practices include accurate tracking of PRN medication orders and review of appropriateness of PRN medications utilized.

Increasing Staffing Level for 1:1 MHRC's 1-3 will have the ability to request 1:1 services should they be clinically warranted. If a 1:1 is needed, contractor will send a request for authorization of payment for of 1:1 services to FUM immediately. Contractor shall provide 1:1 services by experienced clinical and rehabilitative staff such as, but not limited to, psychiatric technicians, vocational and rehabilitative counselors and recreational therapists. Programs shall target enhanced services delivery for those consumers whose mental health symptoms become so severe that they are at high risk of being discharged from the facility and being hospitalized due to decompensation. 1:1 services may be authorized on a time limited basis.

Note:

- 1) Should your proposed staffing model differ from what we have proposed we can discuss and negotiate around differences provided that your proposed staffing model meets the basic staffing requirements of Title 9.
- 2) Third party vendors (meals, housekeeping/laundry, lab, phlebotomy, etc): Once all future contractors are selected, BHRS will facilitate a process for contractors to determine if they are interested in using any of the same vendors to increase volume/reduce cost and decrease traffic to the campus, and if so, if joint purchasing arrangements would be mutually beneficial BHRS can have no formal contractual role in such agreements but can facilitate.
- e. <u>Training requirements:</u>
 - i. Provider included training plan
 - ii. Minimum 20 hours of training per year
 - iii. Must include the following training topics at a minimum:
 - a. Confidentiality
 - b. HIPAA
 - c. Fraud, Waste, and Abuse
 - d. Critical Incident Management
 - e. Cultural Humility, SOGI
 - f. Gender Sensitivity
 - g. Spirituality
 - h. Interpreter training (if using interpreter services)

- i. Trauma Informed Care (e.g. Neurosequential Model of Therapeutics (NMT))
- j. Co-occurring Treatment
- k. Crisis intervention and de-escalation
- f. <u>Communication/collaboration requirements:</u>

Contractor shall provide monthly reports to the BHRS Deputy Director and/or Program Manager that will detail admissions and discharges. County designated staff shall collaborate with the Admission Coordinator in pre-discharge planning and shall share responsibility with Clinical Director and Admissions Coordinator for coordinating appropriate community support resources.

The Clinical Director and/or the Admissions Coordinator shall be actively involved in BHRS meetings (e.g. Utilization Review and Bed Meetings) and activities that involve community housing resources, treatment, and rehabilitation and recovery services. They shall cooperate fully with the FUM staff, to include, but not be limited to discharge planning meetings.

The Administrator shall meet on a monthly and as needed basis with the BHRS designated staff who is responsible for overseeing the contract, the facility and the campus.

The Administrator shall meet on a quarterly and as needed basis with the BHRS Deputy Director of Adult and Older Adult Services.

Contractor will provide any data reporting requirements that the State of California requires.

- g. <u>Evacuation Plan</u>: Contractor will need to develop and provide an evacuation and temporary shelter plan for any adverse events and/or natural disasters.
- h. <u>Performance Measures:</u>

Goal 1: Provide a safe and supportive living environment for consumers with severe mental illness and co-occurring substance use issues, and ensure programming is reflective of the consumers' cultural needs (i.e. linguistic, racial, ethnic, religious, and sexual orientation).

Objective 1: 100% of Assessments, treatment plans will be individualized to address consumer's specific cultural needs.

Goal 2: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour sub-acute care.

Objective 1: At least 85% of consumers admitted to the MHRC will not be discharged to an acute psychiatric level of care within 15 days of admission.

C. LENGTH OF THE AGREEMENT

The anticipated duration of this MHRC will be for approximately 3 years, with the agreement term tentatively to begin September 2022. The initial awarded contract is for 3 years, with an option to renew for an additional two (2) years included, pending program evaluation and division approval.

D. FUNDING, CLAIMS, REPORTING & PAYMENT

- a. This contract may be funded with Federal, State and/or County sources.
- b. Contractor will be expected to submit claims for all Medi-Cal billable services to BHRS.
- c. Reporting Contractor will need to give BHRS (MIS) information on consumer registration/admission (contractor reporting form) and then a weekly census of consumers.
- d. Basic Services will be paid on a monthly basis, each payment equal to 1/12th of the contract maximum for these services.

Enhanced Service will be paid on a Fee-for-Service basis using rates established in the contract

- e. Requirements regarding audits will be clarified during the contracting process.
- f. The implementation of CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled.

C. QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

A. MINIMUM QUALIFICATIONS

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

Responses to this RFP must adhere to the format for proposals detailed in Section III.3.4 Evaluation Criteria. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

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 consumer will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom 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:

Adhere to CFR 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

Obtain a waiver from Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Encloser 7.

The Department of Health Care Services (DHCS) is requiring that all the following licensed providers submit the Provider Application and Validation Enrollment (PAVE) form online. <u>Enrollment and</u> <u>approval are required for Medi-Cal billing.</u>

ONLY staff with the following licenses will complete the application.

- Certified Nurse Practitioner
- Licensed Clinical Social Worker
- Licensed Educational Psychologist
- Licensed Marriage and Family Therapist
- Licensed Professional Clinical Counselor
- Occupational Therapists
- Physician (MD and DO)
- Physician Assistant
- Psychologist
- Registered Pharmacist/Pharmacist

*If you need assistance with the PAVE portal during the enrollment process, please contact the PAVE Help Desk at (866) 252-1949. *Trainees and Associates are not required to enroll*

Minimum Requirements

- (1) Proposal was submitted on time
- (2) Proposal is signed by an authorized person
- (3) Board or governing body authorization letter was included granting permission to submit the proposal
- (4) Staffing structure and qualifications are included
- (5) Proposal followed the requested format
- (6) Stated compliance with County RFP and contractual requirements
- (7) References were included
- (8) Budget
- (9) The proposer is legally authorized to do business in the State of California.

B. PROGRAM SPECIFIC REQUIREMENTS

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

D. CONTENT AND SEQUENCING

I. AGENCY COVERY LETTER:

Provide a one-page cover letter on your agency letterhead that includes the address, voice and facsimile numbers, and email addresses of the contact person or persons authorized to represent the proposer in negotiations.

II. HISTORY AND EXPERIENCE PROVIDING SIMILAR SERVICES TO A SIMILAR POPULATION. IN ADDITION, PLEASE INCLUDE:

- a. Which of the three MHRCs are you proposing to operate and why?
- b. If you are open to operating any of the three MHRC's available, what would be your order of preference?
- c. What experience (type, scale, duration, location) does your organization bring to providing similar services for a similar population?
- d. What experience do you have operating an MHHRC and billing Medi-Cal for the services provided?
- e. What relevant organizational and/or management experience can you bring to activities of Medi-Cal documentation training, compliance and oversight of a claims process?
- f. What challenges you see in providing services to this population.
- g. How would you manage a milieu when a consumer is being assaultive towards others? How would the needs of the consumer be balanced with maintaining a safe milieu? How will you work towards accepting consumers back who have been sent to a higher level of care for psychiatric stabilization?
- h. Include how your staff attend to the cultural needs of the consumers and how an inclusive living environment is created and maintained.
- i. How will your organization incorporae the vision statements and goals outlined during the Feasibility Study?
- j. Describe your timeline for getting up and running.
- k. Describe how you would work with several other organizations operating on the same campus.

III. SERVICE MODEL AND IMPLEMENTATION PLAN. HOW THE SERVICES AND PROGRAMS THEY PROPOSE WILL SUPPORT, EMBODY AND OPERATIONALIZE THEIR GUIDING PRINCIPLES:

- a. Please provide a case example demonstrating how your staff integrate evidence-based practices in their work.
- b. List of the evidence-based practices and specific treatment modalities they propose to offer for the population they would serve (e.g. trauma-informed CBT, NMT, DBT, EMDR, Motivational Interviewing, etc.)
- c. Describe how you will incorporate staff with lived experience into your staffing plan. What types of peer-led services will these staff provide?
- d. Include staff training on trauma informed care, de-escalation/crisis management, cultural sensitivity, substance abuse, serious mental illness, working with people from diverse backgrounds.
- e. Proposed performance metrics/goals for consumer clinical and/or recovery outcomes and health equity outcomes

IV. Quality/Program Evaluation

a. Must include critical incident management.

- b. Indicate your experience supporting program evaluations; what additional metrics or tools can you provide to allow the County to assess service provision and program impact
- V. PROPOSED STAFFING (PLEASE SEE PROPOSED STAFFING MODEL EXAMPLES IN THE "ATTACHMENT C")
 - a. Include staff name, title, license number, NPI number, Number of hours proposed for each staff person.
 - b. Shift schedules showing number and type of staff on duty for each shift, 7 days per week

VI. APPENDIX 1 BUDGET/QUOTE

a. Use the Budget Template Form Provided and submit a Budget Narrative to along with the submitted budget. Include your assumptions about occupancy and revenue for Adult Residential Treatment Services.

VII. REFERENCES

Provide at least three references from successfully completed projects of similar nature to those described in this solicitation. Include the name of the organization for which work was performed; and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

E. INSTRUCTIONS FOR PROPOSERS

PRE-SUBMITTAL ACTIVITIES (Agencies can submit for more that one MHRC, BUT an agency can only be awarded services for one MHRC. Separate proposals need to be submitted for each)

i. Registration

1. 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/contractor/register

- 2. 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 at: http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html
- ii. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, by the Deadline for Questions, Comments and Exceptions to the designated questions field associated with this RFP at the Public Purchase site. Questions and comments received after the deadline may not be acknowledged.

1. Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

- 2. Request for Substitution of Specified Equipment, Material, or Process
 - a. Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - b. If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.
- iii. Revisions to the Solicitation

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

iv. Contact with County Employees

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

- 1. 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 or as outlined in the evaluation process or protest procedures.
- 2. 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.
- v. Pre-proposal conference and site visits

All interested parties are invited to participate in a non-mandatory informational session that will be held online as follows:

Although the meeting information is listed below, we strongly recommend that all attendees RSVP to brjohnson@smcgov.org by June 10, 2022 to receive the meeting invitation via email.

Microsoft Teams meeting June 14, 2022 11:00 am – 1:00 pm Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 628-212-0105,,999190132# United States, San Francisco Phone Conference ID: 999 190 132#

The County will distribute responses to questions (Q&A) received prior to the Conference and may respond to additional questions received during the Conference. The County may also choose to provide additional information following the Conference if needed. The final Q&A will be posted on Public Purchase.

B. PROPOSAL CONTENT REQUIREMENTS

i. Proposal Format

Number all pages of the proposal. Label and order each section as follows:

- 1. Cover letter no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted. Identify the name, title and contact information for the person authorized to represent the organization during the RFP process and contract negotiations.
- 2. Board, or governing body, authorization letter granting permission to the authorized person to submit the proposal.
- 3. Table of Contents, listing all major topics and their respective page numbers.
- 4. Proposal Sections, divided by tabs if providing paper copies, the content shall be in the following order:
 - a. Qualifications, History, and Experience
 - b. Service Model and Implementation Plan
 - c. Staffing and Scheduling
 - d. Cultural Humility
 - e. Claims and/or Violations

- f. Cost to the County Budget
- g. Quality/Program Evaluation
- h. References
- i. Statement of Compliance with County RFP and contractual requirements
- 5. Exceptions to the solicitation, or to the final revised solicitation, if any
- 6. Supplementary Documents, as requested
- ii. Proposal Content
 - 1. Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
 - 2. Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
 - 3. If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
 - 4. If applicable, specify any needs for physical space or equipment that the County must provide during the engagement.
 - 5. Explain how work, equipment, and knowledge will be transitioned to the County or a new contractor at the end of the contract period.
- iii. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- 1. Minimum Qualifications, using County forms if provided.
- 2. Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- 3. Financial Documents.
- 4. Samples, drawings, illustrations and related items.
- 5. Attachments, certifications, and forms, executed as applicable.
- iv. Budget Proposal
 - 1. Use the provider template (see Appendix 1) for the Budget Proposal, included all cost and pricing data. A form and/or template may be provided for the Budget Proposal, include all cost and pricing data. Respondents may use their own form or template, as long as the required budget information is included.
 - 2. Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
 - 3. Include prices for start-up, the base period of service and if applicable, for each additional year including option years.

C. PROPOSAL SUBMISSION

i. Document Style

Proposals in response to this RFP should be typewritten or prepared on a computer and have consecutively numbered pages and include the information and format requested above. Proposals will be in Arial 12-point font, 1" margins, and 1.15 line spacing. The entire proposal should not exceed 20 pages, not including attachments, exhibits or charts. All pages of the proposal must be numbered with the exception of the cover sheet.

- ii. Submit proposals as directed below.
 - 1. 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.

2. 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.

- 3. Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.
- iii. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are 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. PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees,

and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

E. 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 solicitation 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.

F. 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.

G. ESTIMATED QUANTITIES

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

H. PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

i. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

ii. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more topranked proposers for final negotiation of contract terms, or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

iii. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

I. CONTRACT AWARD

i. 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.

ii. 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.

iii. 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.

J. PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

- i. Protest Eligibility, Format, and Address
 - 1. Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
 - 2. The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
 - 3. Submit protests to the BHRS Contract Manager, Brad Johnson, at <u>Brjohnson@smcgov.org</u>
 - 4. or via hard copy to: Brad Johnson, Contract Manager, San Mateo County Behavioral Health & Recovery Services, 2000 Alameda de las Pulgas, Suite 280, San Mateo, CA 94403.

ii. Protest Deadlines

Submit protests with any supplemental materials by August 5, 2022, 4:00 p.m. PST, as appropriate, and as set forth below. The date of filing is the date the County receives the protest, unless received after 4:00 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- 1. If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- 2. If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- 3. If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

- iii. Protest Contents
 - 1. The letter of protest must be addressed to the Chief of Health. The letter of protest must include all of the following elements:
 - a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - b. The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
 - 2. Protests that simply disagree with decisions of the Evaluation Committee will be rejected.
- iv. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

v. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

K. PUBLIC RECORDS

- i. General
 - 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.
 - 2. Any contract arising from this RFP will be a public record.
 - 3. Submission of any materials in response to this RFP constitutes:
 - a. 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
 - b. 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
 - c. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - d. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- ii. Confidential Information
 - 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. 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.

- 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.
- 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.
- 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.

F. INSURANCE

Provide evidence of insurance for each of the checked categories

	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
	Workers' Compensation	As required by the State of California
	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
×	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
	Cyber Liability - Contracts dealing with data, Networks, Software and hardware, website designers and data storage.	 \$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
	Pollution Liability	\$ - Per Occurrence – for Contractors using chemicals or equipment that has hazardous fumes
	Pollution Liability (Aggregate)	\$

A. SPECIAL INSURANCE REQUIREMENTS

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

1. Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for

regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

2. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

If a Contractor handles and retains consumer funds, regardless if requested to do so through this solicitation or not, the following insurance is required:

3. Surety Bond

Contractors that are entrusted with the care and/or control of consumer cash resources are required to retain and show proof of a bond issued by a surety company. The amount of the surety bond need only be enough to cover the aggregate amount of consumer cash held by the contractor.

G. ENCLOSURES AND ATTACHMENTS

ATTACHMENTS

Attachment A – MHRC Responsibility Matrix

Attachment B – MHRC Kitchen Equipment

- Attachment C MHRC 1 Staffing Model and Budget Template (Intensive Medically Challenged)
- Attachment D MHRC 2 Staffing Model and Budget Template (Intensive Behaviorally Challenged)
- Attachment E MHRC 3 Staffing Model and Budget Template (Intensive Trauma)
- Attachment D MHRC Furniture
- Attachment F MHRC Building Diagram and Equipment Matrix

*Link to Campus Map/Animation <u>https://www.dropbox.com/s/st291qb6wrrzj8w/20210818%20CHSR_COORDINATION%20%281%29-</u> <u>Animation.avi?dl=0</u>

ENCLOSURES

- Enclosure 1 Standard Terms and Conditions, Sample Agreement
- Enclosure 2 Standard Agreement Administrative Requirements
- Enclosure 3 Living Wage Ordinance
- Enclosure 4 HIPAA Requirements
- Enclosure 5 NOT USED
- Enclosure 6 NOT USED
- Enclosure 7 Fingerprinting certification if applicable Enclosure
- 8 Chapters 2.84 and 2.85 if applicable
- Enclosure 9 NOT USED
- Enclosure 10 Attachment I 504 Compliance
ATTACHMENT A MHRC RESPONSIBILITY MATRIX

Itom:	Scope Description:	Procure/Fabricate/Deliv r/Install Resp:	e Warranty Resp:	Post Warranty Res Notes:
item.		Trinstall Nesp.	warranty Kesp.	Fost Wallanty Res Notes:
	Building Equipment		4.	
	Elevators (NONE IN MHRC)	N/A	N/A	N/A
	Cathodic Protection System	Skanska	Skanska	DPW
	Roof Top Equipment	Skanska	Skanska	DPW DPW
	Door Hardware Interior (Less Key Cylinders) Door Hardware Exterior (Less Key Cylinders	Skanska Skanska	Skanska Skanska	DPW
	Kitchen Equipment - Kitchenettes (See Equipment Sc		Skanska	DPW
	Fire Suppression System	Skanska	Skanska	DPW
	Fire Alarm System	Skanska	Skanska	DPW
	Stove	Skanska	Skanska	Contractor
	Microwave Oven	Skanska	Skanska	Contractor
	Refrigerator	Contractor	Contractor	Contractor
		Skanska provides temp		
	Keying	cores	Contractor	Contractor
	Exercise Equipment	PDU w/ One Work Place		
	Office Cubes, Desks, Furniture, Chairs, File Cabinets	PDU w/ One Work Place	•	
	Medical Examine Chair Beds & Pads	PDU w/ One Work Place	•	
	Beus & Paus	PDU w/ One Work Place	PDU w/ One Work P	Contractor
	HVAC/Plumbing Equipment	Chanaka	Changlin	DDW
	HVAC System BMS System	Skanska	Skanska Skanska	DPW
	•	Skanska Skanska	Skanska Skanska	DPW DPW
	Water Heater/Boiler Plumbing Fixtures (Toilets, Sinks, Showers, Facets)	Skanska	Skanska	DPW
	Washers / Dryers	PDU w/ One Work Place		
	Monthly Water Services	Contractor	Contractor	Contractor
	Electrical Equipment			
	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, outlets, devices	Skanska	Skanska	Contractor
	Monthly Electrical Services	Contractor	Contractor	Contractor
	IT Equipment	<u> </u>	- · ·	<u> </u>
	Network Equipment	Contract (or	Contractor	Contractor
	Wireless Access Points	Contract (Contractor	Contractor
	Computers	Contract 0	Contractor	Contractor
	Phones	or Contract (Contractor	Contractor
		or		
	AV Equip. (TV's, Speakers, etc.)	Skanska Contract	Skanska	Contractor
	Internet & Phone Utility Services	Contract (or	Contractor	Contractor
	HMI Security Control System	Skanska	Skanska	Contractor
	Access control system	Skanska	Skanska	Contractor
	Security Cameras	Skanska	Skanska	Contractor
	Intercom System	Skanska	Skanska	Contractor
	Security Network	Skanska	Skanska	Contractor

County of San Mateo PDU

Cordilleras Health System Replacement Project

CANNONDESIGN

444 S. Flower St, Suite 4700 Los Angeles, California 9007 T: 310.229.2700

ATTACHMENT B MHRC KITCHEN EQUIPMENT

		EQUIPMENT SCHED	
TEM NO	QTY.	DESCRIPTION	REMARKS
MHRC01	2	RASH BIN	23-GAL. SLIM JIM
MHRC02	1	COUNTER WI	SEE ARCH. DRAWINGS
MHRC03	1	DROP-IN SINK	SEE PLUMBING DRAWINGS
MHRC04	1	VINDERCOUNTER DISHWASHER	
MHRC05	3	CABINET, WALL-MOUNTED	SEE ARCH, DRAWINGS
MHRC06	2	COUNTER W/ CABINETS	SEE ARCH, DRAWINGS
MHRC07	1	OPEN NUMBER	
MHRC08	1	OVER THE RANGE MICROWAVE	ELECTROLUX
MHRC09	1	ELECTRIC RANGE, WITH OVEN	ELECTROLUX
MHRC10	1	SINGLE-DOOR REFRIGERATOR	ELECTROLUX
MHRC11	2	CORNER GUARD	STAINLESS STEEL - REFER TO STANDARD DETAILS
MHRC12	1	HAND SANITIZER DISPENSER	
MHRC13	1	OPEN NUMBER	-
MHRC14	1	PASS WINDOW, SHELF	STAINLESS STEEL - REFER TO CUTSHEET BOOK
MHRC15	1	R OLL-UP SECURITY DOOR	SEE ARCH, DRAWINGS

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ATTACHMENT C (MHRC 1 - Sample Staffing Model)

San Mateo County Behavioral Health and Recovery Services (BHRS) Cordilleras Replacement Modeling Analysis - Intensive Medically Challenged Program

New BHRS Campus - Intensive Medically Challen		gran	n	
A. Facilities and Bed Days	Units			
Number of Facilities		1		
Beds per Facility		16		
Total Beds		16		
Total Days	,	840		
Occupancy Rate		BD		
Occupied Days	I	ВD		
B. Staffing FTEs	FTE		Med Salary	Cost
Direct Service Staff				
*Director of Nursing		00.1	175,897	175,897
RN Charge	-	0.40	159,906	63,962
LVNs/LPTs		3.00	76,888	615,103
Recovery Specialist		6.00	59,675	358,053
Rehab Therapists		.60	66,560	106,496
Rehab Activity Leaders/Peer Couns.	-	0.40	56,289	22,515
*Program Director		00.1	109,311	109,311
Social Worker III		00.1	99,373	99,373
*Psychiatrist/MD		0.50	262,259	131,129
Total Direct Service		9.90		1,681,840
Staff FTE per Bed	1	.24		
Direct Support Staff	0		00 700	111.000
Food Service/Housekeeping		2.80	39,739	111,269
Business Office Mgr/AA		1.00	73,265	73,265
Medical Records Tech/Reception		00.1	52,345	52,345
Total Direct Support Indirect Staff	4	1.80		236,879
Regional Administrator	0).10	145,888	14,589
Administrator	-	1.00	121,001	121,001
Other		00.00	TBD	TBD
Total Indirect		1.10		135,590
Total FTEs		5.80		100,000
	20			
C. Salaries and Benefits				
Salary				2,054,309
Benefits			-	755,467
Total Salary and Benefits				\$2,809,776
D. Facility Expenses	Units		Unit Cost	Total Cost
Services and Supplies				
Item #1		0	0	0
Item #2		0	0	0
Total Services and Supplies		0		0
Facility Operating Costs				
Item #1		0	0	0
Item #2		0	0	0
Total Facility Operating Costs		0		0
Total Facility Expenses		0		\$-
T-4-1 04-				***
Total Costs				\$2,809,776

*Notes:

Please review Title 9 for the staffing requirements for MHRC's. You will see that you will minimally need:

- Medical Director/Psychiatrist who is employed or under contract.
- Director of Nursing who is a registered nurse who is employed 40 hours a week.
- Program Director.
- Minimum of 1 licensed nursing staff on duty 24/7.

The additional FTE's are provided as a model only and may not be reflective of actual FTE's.

ATTACHMENT C (MHRC 1 - Budget Template)

San Mateo County Behavioral Health and Recovery Services (BHRS) Cordilleras Replacement Provider Template - Intensive Medically Challenged Program

New BHRS Campus - Intensive Medica	Illy Challenged Progra	am	
A. Facilities and Bed Days	Units		
Number of Facilities	1		
Beds per Facility	16		
Total Beds	16		
Total Days	5,84	0	
Occupancy Rate Occupied Days		-	
			- · ·
B. Staffing FTEs	FTE	Salary	Cost
Direct Service Staff			
*Director of Nursing RN Charge			-
LVNs/LPTs			
Recovery Specialist			-
Rehab Therapists			-
Rehab Activity Leaders/Peer Couns.			-
*Program Director			-
Social Worker III			-
*Psychiatrist/MD			-
Total Direct Service			-
Staff FTE per Bed	-		
Direct Support Staff			
Food Service/Housekeeping Business Office Mgr/AA			-
Medical Records Tech/Reception			-
Total Direct Support			
Indirect Staff		I	
Regional Administrator			-
Administrator			-
Other			-
Total Indirect	-		-
Total FTEs	-		
C. Salaries and Benefits			
Salary			-
Benefits			
Total Salary and Benefits			\$-
D. Facility Expenses	Units	Unit Cost	Total Cost
Services and Supplies			
Item #1			-
Item #2			-
Total Services and Supplies		-	-
Facility Operating Costs			
Item #1			-
Item #2			-
Total Facility Operating Costs Total Facility Expenses		- 1	\$ -
וטנמו ו מטוונץ באטפוושפט		-	φ -
Total Costs			\$ -

*Notes:

Please review Title 9 for the staffing requirements for MHRC's. You will see that you will minimally need:

• Medical Director/Psychiatrist who is employed or under contract.

- Director of Nursing who is a registered nurse who is employed 40 hours a week.
- Program Director.
- Minimum of 1 licensed nursing staff on duty 24/7.

ATTACHMENT D (MHRC 2 - Sample Staffing Model)

San Mateo County Behavioral Health and Recovery Services (BHRS)

Cordilleras Replacement Modeling Analysis - Intensive Behaviorally Challenged Program

New BHRS Campus - Intensive Behaviorally Chal	llenged	l Prog	gram	
A. Facilities and Bed Days	Units			
Number of Facilities		1		
Beds per Facility		16		
Total Beds		16	-	
Total Days		5,840		
Occupancy Rate		TBD		
Occupied Days		TBD	•	
B. Staffing FTEs	FTE		Med Salary	Cost
Direct Service Staff				
*Director of Nursing		1.00	175,897	175,897
RN Charge		0.40	159,906	63,962
LVNs/LPTs		2.80	76,888	215,286
Recovery Specialist		10.80	59,675	644,495
Rehab Therapists		2.00	66,560	133,120
Rehab Activity Leaders/Peer Couns.		0.40	56,289	22,515
*Program Director		1.00	109,311	109,311
Social Worker III		1.00	99,373	99,373
*Psychiatrist/MD		0.50	262,259	131,129
Total Direct Service		19.90	-	1,595,089
Staff FTE per Bed		1.24		
Direct Support Staff				
Food Service/Housekeeping		2.80	39,739	111,269
Business Office Mgr/AA		1.00	73,265	73,265
Medical Records Tech/Reception		1.00	52,345	52,345
Total Direct Support		4.80		236,879
Indirect Staff				,
Regional Administrator		0.10	145,888	14,589
Administrator		1.00	121,001	121,001
Other		0.00	TBD	TBD
Total Indirect		1.10		135,590
Total FTEs		25.80		,
C. Salaries and Benefits				
Salary				1,967,558
Benefits				723,565
Total Salary and Benefits				\$2,691,123
D. Facility Expenses	Units		Unit Cost	Total Cost
Services and Supplies	•••••			
Item #1		0	0	0
Item #2		0	0	0
Total Services and Supplies		0		\$0
Facility Operating Costs				
Item #1		0	0	0
Item #2		Ő	0	0
Total Facility Operating Costs		0	- · · ·	\$0
Total Facility Expenses		0		\$-
Total Costa				¢0 604 400
Total Costs				\$2,691,123

*Notes:

Please review Title 9 for the staffing requirements for MHRC's. You will see that you will minimally need:

- Medical Director/Psychiatrist who is employed or under contract.
- Director of Nursing who is a registered nurse who is employed 40 hours a week.
- Program Director.
- Minimum of 1 licensed nursing staff on duty 24/7.

The additional FTE's are provided as a model only and may not be reflective of actual FTE's.

ATTACHMENT D (MHRC 2 - Budget Template)

San Mateo County Behavioral Health and Recovery Services (BHRS) Cordilleras Replacement Provider Template - Intensive Behaviorally Challenged Program

New BHRS Campus - Intensive Behaviorally Cha		gram	
A. Facilities and Bed Days Number of Facilities	Units 1		
Beds per Facility	16		
Total Beds	16	_	
Total Days	5,840)	
Occupancy Rate		_	
Occupied Days	-		
B. Staffing FTEs	FTE	Salary	Cost
Direct Service Staff			
*Director of Nursing			-
RN Charge	-		-
LVNs/LPTs			-
Recovery Specialist Rehab Therapists			-
Rehab Activity Leaders/Peer Couns.			-
*Program Director			-
Social Worker III			-
*Psychiatrist/MD			-
Total Direct Service	-		-
Staff FTE per Bed	-		
Direct Support Staff			
Food Service/Housekeeping			-
Business Office Mgr/AA			-
Medical Records Tech/Reception Total Direct Support			
Indirect Staff	-	ļ	-
Regional Administrator			-
Administrator			-
Other			-
Total Indirect	-		-
Total FTEs	-		
C. Salaries and Benefits			
Salary			-
Benefits			
Total Salary and Benefits			\$-
D. Facility Expenses	Units	Unit Cost	Total Cost
Services and Supplies			
Item #1			-
Item #2			-
Total Services and Supplies	-		-
Facility Operating Costs Item #1			-
Item #2			-
Total Facility Operating Costs	-		-
Total Facility Expenses	-	I	\$-
· · · · · · · · · · · · · · · · · · ·			
Total Costs			\$-

*Notes:

Please review Title 9 for the staffing requirements for MHRC's. You will see that you will minimally need:

• Medical Director/Psychiatrist who is employed or under contract.

- Director of Nursing who is a registered nurse who is employed 40 hours a week.
- Program Director.
- Minimum of 1 licensed nursing staff on duty 24/7.

ATTACHMENT E (MHRC 3 - Sample Staffing Model)

San Mateo County Behavioral Health and Recovery Services (BHRS)

Cordilleras Replacement Modeling Analysis - Intensive Behaviorally Challenged with Trauma Focus Program

New BHRS Campus - Intensive Behaviorally Chal	lenged		
with Trauma Focus Program			
A. Facilities and Bed Days	Units		
Number of Facilities	1		
Beds per Facility Total Beds	<u> </u>	_	
Total Days	5,840		
Occupancy Rate	TBD		
Occupied Days	TBD	_	
B. Staffing FTEs	FTE	Med Salary	Cost
Direct Service Staff		·····,	
*Director of Nursing	1.00	175,897	175,897
RN Charge	0.40	159,906	63,962
LVNs/LPTs	2.80	76,888	215,286
Recovery Specialist	10.80	59,675	644,495
Rehab Therapists	2.00	66,560	133,120
Rehab Activity Leaders/Peer Couns.	0.40	,	22,515
Occupational Therapist	1.00	, -	112,792
*Program Director	1.00	, -	109,311
Social Worker III	1.00	,	99,373
*Psychiatrist/MD	0.50		131,129
Total Direct Service	20.90 1.31		1,707,881
Staff FTE per Bed	1.31		
Direct Support Staff Food Service/Housekeeping	2.80	39,739	111,269
Business Office Mgr/AA	1.00	,	73,265
Medical Records Tech/Reception	1.00	,	52,345
Total Direct Support	4.80		236,879
Indirect Staff			200,010
Regional Administrator	0.10	145,888	14,589
Administrator	1.00	121,001	121,001
Other	0.00	TBD	TBD
Total Indirect	1.10		135,590
Total FTEs	26.80		
C. Salaries and Benefits			
Salary			2,080,350
Benefits			765,044
Total Salary and Benefits		-	\$2,845,394
D. Facility Expenses	Units	Unit Cost	Total Cost
Services and Supplies			
Item #1	0	0	0
Item #2	0		0
Total Services and Supplies	0		\$0
Facility Operating Costs			
Item #1	0	0	0
Item #2	0		0
Total Facility Operating Costs	0		\$0
Total Facility Expenses	0		\$-
Total Costs			\$2,845,394

*Notes:

Please review Title 9 for the staffing requirements for MHRC's. You will see that you will minimally need:

• Medical Director/Psychiatrist who is employed or under contract.

- Director of Nursing who is a registered nurse who is employed 40 hours a week.
- Program Director.
- Minimum of 1 licensed nursing staff on duty 24/7.

The additional FTE's are provided as a model only and may not be reflective of actual FTE's.

ATTACHMENT E (MHRC 3 - Budget Template)

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San Mateo County Behavioral Health and Recovery Services (BHRS)

Cordilleras Replacement Provider Template - Intensive Behaviorally Challenged with Trauma Focus Program

New BHRS Campus - Intensive Behaviora	lly Challenged		
with Trauma Focus Program	Unito		
A. Facilities and Bed Days Number of Facilities	Units	1	
Beds per Facility	1		
Total Beds	1	6	
Total Days	5,84	10	
Occupancy Rate			
Occupied Days		-	
B. Staffing FTEs	FTE	Salary	Cost
Direct Service Staff			
*Director of Nursing			-
RN Charge			-
LVNs/LPTs Recovery Specialist			-
Recovery Specialist Rehab Therapists			-
Rehab Activity Leaders/Peer Couns.			-
Occupational Therapist			-
*Program Director			-
Social Worker III			-
*Psychiatrist/MD			-
Total Direct Service	-		-
Staff FTE per Bed	-	ļ	
Direct Support Staff			
Food Service/Housekeeping			-
Business Office Mgr/AA Medical Records Tech/Reception			-
Total Direct Support			-
Indirect Staff		I	
Regional Administrator			-
Administrator			-
Other			-
Total Indirect	-		-
Total FTEs	-		
C. Salaries and Benefits			
Salary			-
Benefits			
Total Salary and Benefits			\$-
D. Facility Expenses	Units	Unit Cost	Total Cost
Services and Supplies			
Item #1			-
Item #2			-
Total Services and Supplies		-	-
Facility Operating Costs			
Item #1 Item #2			-
Total Facility Operating Costs		-	-
Total Facility Expenses		-	\$ -
			Ŧ -
Total Costs			\$-

*Notes:

Please review Title 9 for the staffing requirements for MHRC's. You will see that you will minimally need:

• Medical Director/Psychiatrist who is employed or under contract.

- Director of Nursing who is a registered nurse who is employed 40 hours a week.
- Program Director.
- Minimum of 1 licensed nursing staff on duty 24/7.



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	CHSR_CI	INTERIOR FURNITURE GENERAL NOTES
	cal Files\	The Furniture Dealer will be responsible for verifying all parts and pieces for the furniture. The Furniture Dealer is responsible for confirming overall quantities and all quantities of parts and pieces.
	:\Revit Lo	The Furniture Dealer shall be responsible for reviewing and approving these finishes prior to fabrication of the furniture and again prior to deli
	Ö	CANNONDESIGN shall be responsible for improper manufacturer finish selections, yardage requirements, etc. The Furniture Dealer is responsible for field verifying any critical dimensions involving specified product in order to coordinate with the design
		discrepancies. The Furniture Dealer will also be responsible for field verifying all alcoves where furniture will be placed and submitting request Contractor and Furniture Dealer to coordinate procurement of floor-mounting attachments per manufacturers' recommendations and installa Contractor. Contractor to provide and install mounting hardware based upon flooring type.
		Office furniture specification information provided by One Workplace.
		MHRC BUILDINGS - COLOR CODES
		Furniture codes ending in "X" indicate upholstery color varies by MHRC building. Reference the following Key Plan for building colors: MHRC Building B = Green upholsteries MHRC Building C = Blue upholsteries MHRC Building D = Yellow upholsteries MHRC Building E = Orange upholsteries
		BLDG.
		INTERIOR FURNITURE SPECIAL INSTRUCTIONS Locks to be keyed alike by area.
		MHRC beds to be fastened to floor and sealed with pick-proof caulk.
		MHRC bedside cabinets to be fastenened to the floor/wall and sealed with pick-proof caulk. At time of install, Contactor to review with Owner determine exact location in field.
		CH beds to be sealed to floor with pick-proof caulk. Confirm need with owner prior to installation.
		MHRC Meditation Room sofa, glider, and table to be fastened to floor. Coordinate exact location with Owner prior to installation.
		EXTERIOR FURNITURE GENERAL NOTES
		Exterior furniture specification information provided by RHAA. Refer to L020X sheets for more information. Glide Chair: Tamper proof bolt down to be purchased by Country Casual, or equal. Bolt down consists of anchored on grade with 3" brass br
		Double Glide Chair: Tamper proof bolt down to be purchased by Country Casual, or equal. Bolt down consists of anchored on grade with 3"
		Landscape Forms Dining Table: Surface mount table plate & screw to be specified when ordering from MFGR.
		Country Casual Curved Bench: Bolt down not necessary for open space zone
		Fermob Dining Table: Bolt down not necessary for open space zone Bike Locker: Surface Mount instructions per MFGR
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rior to delivery and installation. Neither the Owner nor

the design intent and inform CANNONDESIGN of any ng request for sizes to be revised prior to final order.

nd installation guide. Coordinate installation through

vith Owner if floor or wall fastening is preferred and

" brass bracket.

e with 3" brass bracket.

















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DE	IMAGE	PRODUCT 2-Seat Sofa - Arms		MODEL NUMBER / DESCRIPTION 9102M	DIMENSIONS 52.5"W x 29"D x 33"H	FINISHES Armcaps: Sterling Grey	FABRICS Seat & Back: Knoll-	NOTES CH Building:
	1			Tailor Lounge Freestanding, Medium Back Polyurethane armcaps 4-leg base		Metal: Silver	Color Field, Iron Arms: Maharam- Article, Gravel	Living Room / Library Meditation
		3-Seat Sofa - Arms Behavioral Health Grade	Spec	9103MHD 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
		3-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
3		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
b		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	upon flooring type. MHRC Blue Building: Meditation *Floor-mounting straps provided by manufacturer. Contractor to provide and install mounting hardware upon flooring type.
c		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 upon flooring type.
d		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 upon flooring type.
a	1	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
)	1	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	1	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
3		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
3		Side Chair - Arms Behavioral Health Grade	Krug	KAR2BH-18.5SSUAGS 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: CH Buildi Open Team Station Exam Activity Lounge / Living Room Dining / Activity Room
)		Side Chair - Arms Behavioral Health Grade	Krug	KAR2BH-18.5SSUAGS 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
:		Side Chair - Arms Behavioral Health Grade	Krug	KAR2BH-18.5SSUAGS 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
I		Side Chair - Arms Behavioral Health Grade	Krug	KAR2BH-18.5SSUAGS 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
		Side Chair - Armless Behavioral Health Grade	Krug	KAR2BH-18.5SSUNAS 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: CH Build Open Team Station Exam Activity Lounge / Living Room Dining / Activity Room
,		Side Chair - Armless Behavioral Health Grade	Krug	KAR2BH-18.5SSUNAS 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
2		Side Chair - Armless Behavioral Health Grade	Krug	KAR2BH-18.5SSUNAS 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
1		Side Chair - Armless Behavioral Health Grade	Krug	KAR2BH-18.5SSUNAS Karma w/out Arms Fully Upholstered Sled Base	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

CODE C-4a		PRODUCT Side Chair - Arms	MANUFACTURER Krug	MODEL NUMBER / DESCRIPTION KAR2C-18.5LSUAGD Karma w/ Arms Fully Upholstered 4-leg base	DIMENSIONS 24.5"W x 21.9"D x 33.9"H	FINISHES Armcaps: Grey Frame: Silver Metallic	Seat & Back:	NOTES CH Green Wing: Living Room / Library Art Room
-4b		Side Chair - Arms	Krug	KAR2C-18.5LSUAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute, Globetrotter	CH Blue Wing: Living Room / Library
-4c		Side Chair - Arms	Krug	KAR2C-18.5LSUAGD 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
-4d		Side Chair - Arms	Krug	KAR2C-18.5LSUAGD 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
4e		Side Chair - Arms	Krug	KAR2C-18.5LSUAGD Karma w/ Arms Fully Upholstered 4-leg base	24.5"W x 21.9"D x 33.9"H	Frame: Silver Metallic	Back: Bernhardt- Array Kiwi Seat: Maharam- Article, Gravel	, MHRC and CH Building: Private Offices Breakrooms
-4f		Side Chair - Arms	Krug	KAR2C-18.5LSUAGD 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
-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		CH Green Wing: Living Room / Library Art Room
:-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
-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		CH Yellow Wing: Living Room / Library
-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			CH Orange Wing: Living Room / Library
-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	Kiwi	WHRC and CH Building: Private Offices Breakrooms
2-5f		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
-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
-7		Desk Chair - Arms	Steelcase	434111S 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
8a		Glider Chair	IOA	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
8b		Glider Chair	IOA	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		CH Blue Wing: Living Room / Library
-8c		Glider Chair	IOA	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
8d		Glider Chair	IOA	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
-9a	H	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)	Arms: Maharam-	MHRC Green Building: Meditation Glider to be bolted to floor.
-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)	Arms: Maharam-	MHRC Blue Building: Meditation Glider to be bolted to floor.









DDE Dc	IMAGE	PRODUCT Glider Chair Behavioral Health Grade - Bolted	MANUFACTURER Stance	MODEL NUMBER / DESCRIPTION SW6512HD-HB Oasis Glider, High-Back	DIMENSIONS 25.5"W x 27"D x 44.5"H	FINISHES Armcaps: Grey (PG) Frame: Smooth Silver (SS)	Seat & Back: Knoll- Color Field, Straw	NOTES MHRC Yellow Building: Meditation
	H			Heavy Duty Fully Upholstered Polyurethane Armcaps Bolted to Floor			Arms: Maharam- Article, Gravel	Glider to be bolted to floor.
9d		Glider Chair Behavioral Health Grade - Bolted	Stance	SW6512HD-HB Oasis Glider, High-Back	25.5"W x 27"D x 44.5"H	Armcaps: Grey (PG) Frame: Smooth Silver (SS)		MHRC Orange Building: Meditation
	H			Heavy Duty Fully Upholstered Polyurethane Armcaps Bolted to Floor			Arms: Maharam- Article, Gravel	Glider to be bolted to floor.
10		Bean Bag Chair	Pineapple	1BO1-400 Boden Bean Bag	35.4"W x 35.4"D x 31.4"H		Panaz Cadet Colours Zest 151 Teal	MHRC and CH Building: Meditation
	S							
11		Convertible Exam Chair	Krug	ASC8RVLSAUAC11 Ascend Exam Recliner Standard Arm	33"W x 39.7"D x 49" - 62.7"H	Armcaps: Grey	Seat & Back: Knoll- Color Field, Iron Arms: Maharam-	MHRC Buildings: Exam
	5			Urethane Armcap Casters Swing Away Tablet - located on left side of chair			Article, Gravel	
2		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 Rift White Oak WO-01-LS	Seat & Back: Bernhard Textiles- Array, Kiwi	
	i							
а		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll- Color Field, Aloe Arms: Maharam-	MHRC Green Building: Activity Lounge / Living Room
	F			Roto-molded foot base			Article, Gravel	
13b		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll- Color Field, Seaglass Arms: Maharam-	MHRC Blue Building: Activity Lounge / Living Room
	E			Roto-molded foot base			Article, Gravel	
13c		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll- Color Field, Straw Arms: Maharam-	MHRC Yellow Building: Activity Lounge / Living Room
	E			Roto-molded foot base			Article, Gravel	
L3d		Single Seat Lounge Chair w/ Arms Behavioral Health Grade	Spec	9101MHD Tailor Lounge Freestanding, Heavy Duty, Medium Back Polyurethane armcaps	29.5"W x 29.5"D x 33"H	Armcaps: Sterling Grey Legs: Grey Polyethylene	Seat & Back: Knoll- Color Field, Tangerine Arms: Maharam-	MHRC Orange Building: Activity Lounge / Living Room
	E			Roto-molded foot base			Article, Gravel	
4a		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #Q95439)	20.2"W x 21.9"D x 39.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute,	MHRC Green Building: Open Team Station
				Karma Stool w/out Arms Fully Upholstered Sled Base Weighted			Agave	
4b		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #Q95439)	20.2"W x 21.9"D x 39.9"H	Frame: Silver Metallic	Seat & Back: Maharam- Scute,	MHRC Blue Building: Open Team Station
				Karma Stool w/out Arms Fully Upholstered Sled Base Weighted			Globetrotter	
łc		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #Q95439) Karma Stool w/out Arms	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
				Fully Upholstered Sled Base Weighted				
4d		Counter Stool Behavioral Health Grade	Krug	SPA_KAR2C-18.5C_S_U_NA_BH_SLED (Use Quote #Q95439) Karma Stool w/out Arms	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
				Fully Upholstered Sled Base Weighted				
5		Physician Stool	Kielhauer	1ST711 Sky Stool Foot Ring	22"W x 22"D x 22" - 32.25"H	Polished Aluminum	Siliform Seat: Black	CH Building: Exam
	-			Hand-activator				
6		Conference Chair	Steelcase	434111S Cobi Conference Chair Fixed Arms	24.75"W x 23.25"D x 34-39"H	Plastic Frame: Platinum Solid 6249	Back: Connect 3D Graphite 5025 Seat: Cogent Connect	CH Building: Open Work Area
				Swivel Base Hard Casters			Graphite 5S25	
.7		Task Chair	Steelcase	4821412S Amia Air Task Chair STD: H/W/P/D arms	26.5"W x 24.75"D x 37.25-52.5"H	Frame: Merle	Back: Air Back Plastic- Near Black 6295 Seat: Momentum-	MHRC and CH Building: Throughout
	V			510. H/W/P/D anns 5" Pneumatic seat height range Air Back Plastic Back, Upholstered Seat Hard Casters			Canter EPU, Graphite	
8	-7-3	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 Rift White Oak WO-01-LS	Seat & Back: Bernhard Textiles- Array, Kiwi	
)		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
	1							
20a	L	Glider Chair Behavioral Health Grade	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty	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-	MHRC Green Building: Lounge / Living Room
	H			Heavy Duty Fully Upholstered Polyurethane Armcaps Weighted			Arms: Maharam- Article, Gravel	
0b		Glider Chair Behavioral Health Grade	Stance	SW6512HD-HB Oasis Glider, High-Back Heavy Duty	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-	MHRC Blue Building: Lounge / Living Room
				Heavy Duty Fully Upholstered Polyurethane Armcaps Weighted			Arms: Maharam- Article, Gravel	

DDE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
)c	H	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
)d	H	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
		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: Throughout
		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: Throughout
	T	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
	Ť	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
		Dining Table - 4-Person Square Behavioral Health Grade	Spec	36X36SQ-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
		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
		Bedside Cabinet	Pineapple	1AUOB-H Acumen Open Hickory Bedside Cabinet Open, Fixed shelves Floor/wall fastened*	17.7"W x 19"D x 23.4"H	Hickory	N/A	MHRC Buildings: All Patient Bedrooms *Cabinet to be fastened to floor/wall and sealed with pick-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 install, Contactor to review with Owner if floor or wall fastening is preferred and determine exact location in field.
		Bedside Cabinet	Pineapple	1AUB-101-HG Acumen Gray Bedside Cabinet Drawers	17.7"W x 19"D x 23.4"H	Hickory	N/A	CH Building: All Patient Bedrooms
	YY	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	Dining Table - 2-Person Square Behavioral Health Grade	Spec	30X30SQ-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
		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
		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	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
		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.
	J	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: Interview / Visitation Lounge / Living Room
		Storage Credenza	Steelcase	E6C1872TT, E6WS1872 Elective Elements Credenza Contemporary Pull Standard Interior Shelf Laminate Exterior Back Locking, Hinged Doors Technology Trough 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.
	-	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













	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS			NOTES
T-18		Meeting Table - 2-person Square	Steelcase	TS4TLR2424, TS4TBASE22 Groupworks Square Table	24"D x 24"D x 28"H	Laminate Top/3mm Edge: Steelcase Clear Oak 2HAK		CH Building: Campus Office Manager
	T					Base: Merle 7360		Doctors Office
T-19		Dining Table - 4-Person Square	Spec	42X42SQ-TR	42"W x 42"D x 29"H		N/A	MHRC and CH Building:
				Square Dining Table 4-person		Edge: 2mm Bio Edge, Spectone 7037		Foyer Open Work Area
				Trumpet Base Plastic Laminate Top		Base: Silver		
T-20		Training Table	Action Laminates	DURA-3060 Dura Training Table	30"W x 60"D x 28"H	Edge: Matching Edgeband	N/A	CH Building: Open Work Area
				Flip-Top Four Locking Casters No Modesty Panel		Base: Silver		Conference Room
	\sim			With Grommet				
T-21		Round Occasional Table	Cumberland	3133	24"D x 20.5"H	Top: Sand, Low Sheen on	N/A	CH Building:
		•		Capri Occasional Table Metal Base		Rift White Oak WO-01-LS Base: Painted Metal Silver		Chapel
						SLV		
	24							
B-1		Bed w/ Mattress Behavioral Health Grade	Pineapple	1SVEA-100-80, 1TRM6-80-36 Sovie Box Bed w/ Taurus Mattress Floor fastened*	Bed: 38.5"W x 83"L x 18.5"H Mattress: 36"W x 80"L	Hickory		MHRC Buildings: All Patient Bedrooms
					Mattress. So W X 80 L			*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	Pineapple	1SVEA-100-80, 1TRM6-80-36	Bed: 38.5"W x 83"L x	Hickory		CH Building:
		Behavioral Health Grade		Sovie Box Bed w/ Taurus Mattress	18.5"H Mattress: 36"W x 80"L	,		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	42.7"W x 19"D x 28.9"H	Hickory		CH Building: All Patient Bedrooms
				Drawers				
D-2		Height Adjustable Desk	Steelcase	MGELTRQ	52-64"W x 29"D x 22.6" –	Top/Edge: Steelcase Clear	N/A	CH Building:
(item 1 of 7)	TT			Migration SE Height Adjustable Desk T-Leg Extended Height	48.7″H	Oak 2HAK Leg Finish: Merle 7360		Campus Office Doctors Office
				No Overhang Up/Down Controller				Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all
	- 1			Squared Edge Foot				D-2 components.
D-2 (item 2 of 7)		File Ped	Steelcase	E6PM201523 Elective Elements Mobile Pedestal	15"W x 22.75"D x 23"H	Laminate: Steelcase Clear Oak 2HAK	N/A	
	V			File File Configuration No Cushion Top		Pull Finish: Polished Chrome 9201		
				Standard Close, Standard Key Plug Contemporary Pulls		Lock Finish: Polished Chrome 9201		
D-2		Overhead Storage Hutch	Steelcase	E601515H	72-96"W x 15-7/8"D x 15"	H Laminate: Steelcase Clear	N/A	
(item 3 of 7)				Elective Elements Overhead Hutch Single High		Oak 2HAK		
				Hinged, Laminate Doors No Lock				
				Wall Mount Bracket				
D-2 (item 4 of 7)		Worksurface	Steelcase	E6WS24, E6NLT231527L, E6PA231527F Elective Elements Worksurface	72-96"W x 24"D x 27.5"H	Top/Edge: Steelcase Clear Oak 2HAK	N/A	
				L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls		Pull Finish: Polished Chrome 9201		
				Standard Key Plug No Scallops, No Modesty Panel		Lock Finish: Polished Chrome 9201		
D-2		Tackboard	Steelcase	E6T_21M	72-96"W x 21.5"H		Vertical Fabric: Abacu	s
(item 5 of 7)				Elective Elements Tackboard			Cusp P125	
D-2 (item 6 of 7)	1	Task Light	Steelcase	LDASHMINIF Dash Mini Task Light	37"W x 8.25"D x 25"H	Arctic White	N/A	
	_			Freestanding Base No Occupancy Sensor				
D-2		Computer Monitor Arm	Steelcase	CFMDSWP	Supports (2) 20lb Monitor	. Primary Finish: Pearl	N/A	
(item 7 of 7)	3 3	l i		CF Series Monitor Arms Monitor Arm-Pole Mount Dual with C Clamp, Static	24-30"W	Snow ZW01		
	LP.			Standard Tilt Head Option				
	FI-							
D-3 (item 1 of 3)		Height Adjustable Desk	Steelcase	MGELTRQ Migration SE Height Adjustable Desk	52-64"W x 29"D x 22.6" - 48.7"H	Top/Edge: Steelcase Clear Oak 2HAK	N/A	MHRC Building: Shared Office
	T			T-Leg Extended Height No Overhang		Leg Finish: Merle 7360		Office furniture specification provided by One Workplace.
	11			Up/Down Controller Squared Edge Foot				Verify size and power locations in field prior to ordering all D-3 components.
D-3		Task Light	Steelcase	LDASHMINIF	37"W x 8.25"D x 25"H	Arctic White	N/A	
(item 2 of 3)				Dash Mini Task Light Freestanding Base				
	-			No Occupancy Sensor				
	4							
D-3 (item 3 of 3)		File Ped	Steelcase	TS2SLIM Turnstone Slim Pedestal	12"W x 18-7/8"D x 23"H	Primary Finish: Milk 4242 Pull Finish: Polished	N/A	
,		1		No Cushion Contemporary Pull		Chrome 9201 Lock Finish: Polished		
	1			Small Casters Standard Key Plug		Chrome 9201		
		Height Adjustable Desk	Steelcase	MGELTRQ	52-64"W x 29"D x 22.6" –	Laminate/3mm Edge:	N/A	MHRC and CH Building:
D-4		ייבישייג העוטגמטול שלא		MGELTRQ Migration SE Height Adjustable Desk T-Leg Extended Height	52-64"W x 29"D x 22.6" – 48.7"H	Laminate/3mm Edge: Steelcase Clear Oak 2HAK Leg Finish: Merle 7360		Directors Office Dietary Director Office
D-4 (item 1 of 6)	1 1			No Overhang Up/Down Controller				Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all
				Squared Edge Foot				D-4 components.
	[]							
(item 1 of 6)		File Ped	Steelcase	 E6PM201523	15"W x 22.75"D x 23"H	Laminate: Steelcase Clear Oak 2HAK	N/A	
(item 1 of 6)		File Ped	Steelcase	 E6PM201523 Elective Elements Mobile Pedestal File File Configuration No Cushion Top	15"W x 22.75"D x 23"H	Oak 2HAK Pull Finish: Polished Chrome 9201	N/A	
(item 1 of 6)	T T	File Ped	Steelcase	 E6PM201523 Elective Elements Mobile Pedestal File File Configuration	15"W x 22.75"D x 23"H	Oak 2HAK Pull Finish: Polished	N/A	

	PRODUCT Overhead Storage Hutch Worksurface Tackboard Task Light	MANUFACTURER Steelcase Steelcase Steelcase Steelcase Steelcase	MODEL NUMBER / DESCRIPTION E601515H Elective Elements Overhead Hutch Single High Hinged, Laminate Doors No Lock Wall Mount Bracket E60WS24, E6NLT231527L, E6PA231527F Elective Elements Worksurface L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls Standard Key Plug No Scallops, No Modesty Panel	DIMENSIONS 72-96"W x 15-7/8"D x 15" 72-96"W x 24"D x 27.5"H	H Laminate: Steelcase Clear Oak 2HAK Top/Edge: Steelcase Clear Oak 2HAK Pull Finish: Polished	N/A	NOTES
	Tackboard		Single High Hinged, Laminate Doors No Lock Wall Mount Bracket E6WS24, E6NLT231527L, E6PA231527F Elective Elements Worksurface L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls Standard Key Plug	72-96"W x 24"D x 27.5"H	Top/Edge: Steelcase Clear Oak 2HAK Pull Finish: Polished	N/A	
	Tackboard		Elective Elements Worksurface L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls Standard Key Plug	72-96"W x 24"D x 27.5"H	Oak 2HAK Pull Finish: Polished	N/A	
		Steelcase	L-shaped end Panel and Plinth Base File/File Pedestal, Contemporary Pulls Standard Key Plug		Pull Finish: Polished		
		Steelcase	Standard Key Plug				
		Steelcase	No Scallops, No Modesty Panel		Chrome 9201 Lock Finish: Polished		
		Steelcase			Chrome 9201		
4	Task Light		E6T21M Elective Elements Tackboard	72-96"W x 21.5"H		Vertical Fabric: Abacu Cusp P125	IS
4	Task Light						
-	1	Steelcase	LDASHMINIF Dash Mini Task Light	37"W x 8.25"D x 25"H	Arctic White	N/A	
1			Freestanding Base No Occupancy Sensor				
-	Decking and Devel Custom	Charles of				Interior Chine Dilliond	
	Desking and Panel System	Steelcase	(14) 48H x 30h Answer Panels and (6) 48h x 36w Answer Panels with Connections Includes (6) 24/66 Worksurfaces with Supports		Frame Paint: Milk 4242 Receptacle: Arctic White 6009	Interior Skin: Billiard Cloth- Cumulus (5H19), Avocado	CH Building: Open Work Area
			With Data No Cable Tray / Base Tray			(5H14)	Office furniture specification provided by One Workplace. Verify size and power locations in field prior to ordering all SYS-1 components.
1	Task Light	Steelcase	LDASHMINIF	37"W x 8.25"D x 25"H	Arctic White	N/A	
4			Freestanding Base No Occupancy Sensor				
	Panel System	Steelcase	(2) 48H x 36w Answer Panel and (1) 30h x 72w Answer	See Description	Frame Paint: Milk 4242	Interior Skin: Billiard	CH Building:
			No Data		6009	(5H19), Avocado	Open Work Area Office furniture specification provided by One Workplace.
			NO CADIE ITAY / Base Iray		BPI: Arctic White 6010	(5014)	Verify size and power locations in field prior to ordering all SYS-2 components.
	Height Adjustable Desk	Steelcase	MGELTRQ Migration SE Height Adjustable Desk	52-64"W x 29"D x 22.6" – 48.7"H		N/A	
_]			T-Leg Extended Height No Overhang Up/Down Controller Squared Edge Foot		Leg Finish: Merle 7360		
	Return Worksurface	Steelcase	Answer/Universal Return Worksurface with (2)	42"W x 18"D	Laminate/3mm Edge:		
			Cantilevered Panel Supports No Scallop No Grommet With Cord Drop		Steelcase Clear Oak 2HAK Support Paint: Milk 4242		
_	File Ped	Steelcase	E6PM201523	15"W x 22.75"D x 23"H		N/A	
X			File File Configuration No Cushion Top Standard Close, Standard Key Plug Contemporary Pulls		Pull Finish: Polished Chrome 9201 Lock Finish: Polished Chrome 9201		
	Task Light	Steelcase	LDASHMINIF	37"W x 8.25"D x 25"H	Arctic White	N/A	
4			Dash Mini Task Light Freestanding Base No Occupancy Sensor				
\bigcirc	Computer Monitor Arm	Steelcase	CFMDSWP	Supports (2) 20lb Monitor	, Primary Finish: Pearl	N/A	
1			CF Series Monitor Arms Monitor Arm-Pole Mount Dual with C Clamp, Static Standard Tilt Head Option	24-30"W	Snow ZW01		
	Lateral File	Steelcase	RLF18303F	30"W x 18"D x 40"H	Primary Finish: Milk 4242	N/A	MHRC Building:
			Universal Lateral File Laminate Top Standard Central Locking Drawers with Hanging Files		Top/Edge:Steelcase Clear Oak 2HAK Lock: Polished Chrome 9201		Shared Office
	Lateral File	Steelcase	RLF18363F	36"W x 18"D x 40"H		N/A	CH Building:
			Universal Lateral File Laminate Top Standard Central Locking Drawers with Hanging Files		Top/Edge:Steelcase Clear Oak 2HAK Lock: Polished Chrome 9201		Open Work Area Office furniture specification provided by One Workplace.
	Lectern	Coalesse	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
-	Doom Divide D	25.0	Voria Suce		Danal Dation of the		
	Koom Divider Panel	3Form	Varia Suspend Strum Flip (Opacity 3) Sandstone/Sandstone 3mm Cable Cable Tensioner w/ Cover Plate Kit	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.
	Wardrobe	Pineapple	1AUW2-001-HG - Custom Size	Custom Size	Hickory	N/A	CH Building:
	Behavioral Health Grade		Acumen Gray Wardrobe 2-Door Wardrobe				All Patient Rooms
	Power Outlet	Brandstand	вресм	5"W x 2.25"D x 2"H	White	N/A	MHRC and CH Building:
			Cubie Mini (2) Outlet and (2) USB - 6ft cord				Throughout
		Image: Appendix and the set of the set	Image: systemSteelcasePanel SystemSteelcaseHeight Adjustable DeskSteelcasePanel SystemSteelcasePanel FileSteelcasePanel File	Automatical and a set of the set of th	Image: Section of the section of t	Image: Section Sectin Sectin Section Section Section Section Section Section Section	Image: Section of the section of t



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ODE	IMAGE I	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES
ΓV-A		τv	LG		55" 49Wx 29Hx 4D			https://www.bestbuy.com/site/lg-55-class-un7000-serie d-4k-uhd-smart-webos-tv/6417300.p?skuld=6417300
V-Am		TV Wall Mount	SmartMount	SmartMount [®] Supreme Full Service Video Wall Mount for 46" to 60" Displays				https://www.peerless-av.com/products/ds-vv
				DS-VW775				
ГV-В		ΤV	LG		50" 45Wx 26Hx 4D			https://www.bestbuy.com/site/lg-50-class-un7000-seried d-4k-uhd-smart-webos-tv/6417301.p?skuld=6417301
ſV-Bm		TV Wall Mount	SmartMount	SmartMount [®] Supreme Full Service Video Wall Mount for 46" to 60" Displays DS-VW775				https://www.peerless-av.com/products/ds-vv 5
DR-A		Dryer	GE	7.8-cu ft Electric Dryer ENERGY STAR Model #GFD55ESSNWW	28Wx 40Hx 32D 132 lbs	White	120V	https://www.lowes.com/pd/GE-7-8-cu-ft-Stackable-Elec Dryer-White-ENERGY-STAR/1002550428
WH-A		Washer	GE	4.8 cu. ft. Front Load Washing Machine Model #GFW550SSNWW	28Wx 40Hx 32D 246 lbs	White	120V water & drain	https://www.lowes.com/pd/GE-Ultra-Fresh-Vent-System-4-8-cu-ft-Stac Front-Load-Washer-White-ENERGY-STAR/1002550414?cm mmc=shp- dappgoglelia174laundry10025504140&placeholder &ds_rl=1286890&gclid=Cj0KCQiAIZH_BRCgARIsAAZHSBnHUCLJ1qc60HI EVkYcPAMZfhIW40Yu7ZIOk-tmdSdfYj6J8kaAvNJEALw_wcB&gclsrc=aw.c
DP		Laundry Pedestal	GE	16 x 28 Universal Laundry Pedestal	Pedestal: 28Wx 16H	White	none	https://www.lowes.com/pd/GE-7-8-cu-ft-Stackable-Elec Dryer-White-ENERGY-STAR/1002550428
R-U		Refrigerator, Undercounter	Summit Appliance	4.8-cu ft Built-In/Freestanding Mini Fridge Model #AL54	24Wx 32Hx 25D	Stainless		https://www.lowes.com/pd/Summit-Appliance-4-8-cu- lt-In-Freestanding-Mini-Fridge-Stainless-Steel-Door-and k-Cabinet/1000537511
MW-A		Microwave	GE	Profile 2.2 cu. ft. Countertop Microwave in Stainless Steel with Sensor Cooking	24Wx 14Hx 20D	Stainless	1100W	https://www.lowes.com/pd/GE-Profile-2-2-cu-ft-1100- ertop-Microwave-Stainless-Steel/1000320153
FR-A		Refrigerator	GE	20.8 cu. ft. Top Freezer Refrigerator Model #GTS21FSKSS	31Wx 67Hx 34D	Stainless		https://www.lowes.com/pd/GE-20-8-cu-ft-Top-Freezer gerator-Stainless-Steel/1000911514
R-B	.	Lockable Refrigerator	GE	FR-A refrigerator with two Guardianite Premium Refrigerator Door Lock with Built-in Keyed Lock	31Wx 67Hx 34D	black lock		https://www.amazon.com/Guardianite-Premium-Refrigerator-Built-Keyed/dp/B07 CF/ref=asc_df_B07RWLCMCF/?tag=hyprod-20&linkCode=df0&hvadid=366402768 os=&hvnetw=g&hvrand=7046049673008938132&hvpone=&hvptwo=&hvqmt=&hv hvdvcmdl=&hvlocint=&hvlocphy=9031174&hvtargid=pla=865963448847&psc=1&t =&adgrpid=77372824758&hvpone=&hvptwo=&hvadid=366402768905&hvpos=&h &hvrand=7046049673008938132&hvqmt=&hvdev==&hvdvcmdl=&hvlocint=&hvlo 31174&hvtargid=pla=865963448847
ſM		treadmill	Horizon Fitness	T101 Treadmill	70Lx 58Hx 28D 200 lbs		120V	https://www.dickssportinggoods.com/p/horizon-fitnes 1-treadmill-18hrzut101trdmllxtrd/18hrzut101trdmllxtr
B		Cycling Bike	Schwinn	IC3 Indoor Cycling Bike with Tablet Holder	45Lx 23Wx 49H 100 lbs		None	https://www.dickssportinggoods.com/p/schwinn-ic3-indoor-cycling-bi -tablet-holder-18scwuschwnnc3ndrbks/18scwuschwnnc3ndrbks?sku= 81&camp=CSE:DSG_92700048853385205_lia_pla-8210063439998seg &gclid=Cj0KCQiAIZH_BRCgARIsAAZHSBnVRZaCZIIDTnRIsmpTBKA_1TIOF KdeBXIFGcAXG40p9LE-cUaAuPNEALw_wcB&gclsrc=aw.ds
L		Elliptical	Schwinn	470 Elliptical Model:100517	70Lx 28Wx 63H 164 lbs		None	https://www.bestbuy.com/site/schwinn-470-elliptical- 6416319.p?skuld=6416319
RM		Rower	Stamina		74Lx 18W 55 lbs		None	https://www.dickssportinggoods.com/p/stamina-ats-a er-1402-16smpustmntsrrwr1msc/16smpustmntsrrwr1
0		Bed Bug Oven	ZappBug		39 x 39x 27 Package: 20x 17x 16		Two 120V, 1500W independent circuit	https://www.amazon.com/ZappBug-ZBO2-The-Oven-2 00JU5G1PY
CL		Cooler	Avantco	GDC-49-HC 53" Black Swing Glass Door Merchandiser Refrigerator with LED Lighting	53Wx 84Hx 32D	Black	120V	https://www.webstaurantstore.com/avantco-gdc-49-hc-53-black-swin door-merchandiser-refrigerator-with-led-lighting/178GDC49HCB.html' ource=google&utm medium=cpc&utm campaign=GoogleShopping&g OKCQiAIZH BRCgARIsAAZHSBnIrR_RGkUFI6uUXg8IM97FJCCy-grucZ6ijk eC9MfXUXRvAaAmPEEALw wcB
VF		Water Feature	John Timberland	Modern Cascade 34 1/2" High Rustic Garden Fountain	13Wx 35Hx 12D			https://www.lampsplus.com/products/modern-cascad and-one-half-inch-high-rustic-garden-fountain_r5941. gclid=Cj0KCQiAlZH_BRCgARIsAAZHSBneavj6V5q8W1HM X1QpD_LFh4GOb3DFLMHYiYHg34zyapvGzEgaAh4ZEAL B
ЛВ		Mail Box	Salsbury	3700 series 4C custom horizontal mailbox 20 compartment mailbox with 2 parcel lockers Model #3716D-20AFP	31Wx 57Hx 17D	Sandstone	None	https://www.homedepot.com/p/Salsbury-Industries-56 in-Max-Height-Unit-Aluminum-Private-Front-Loading-4 izontal-Mailbox-with-20-MB1-Doors-2-PL-s-3716D-20A 3552203

CODE	IMAGE	PRODUCT	MANUFACTURER	MODEL NUMBER / DESCRIPTION	DIMENSIONS	FINISHES	FABRICS	NOTES	
CM-A		Webcam	Logitech	BRIO ULTRA HD PRO BUSINESS WEBCAM Premium 4K webcam with HDR and Windows Hello support	4"Wx 1"HX 1"D			https://www.logitech.com/en-us/products/webcams/brio-4 k-hdr-webcam.960-001105.html	
MT-A		Medical Exam Table	Clinton Industries	8890 Family Practice Exam Table With Step Stool Option	ר 58-72Lx 27Wx 31H			https://www.tigermedical.com/Products/Family-Practice-Exam-Tabl e-With-Step-Stool-Option CLI8890 CLI8890aspx?invsrc=adword s_tm&gclid=Cj0KCQiAIZH_BRCgARIsAAZHSBn4-951VmVObvVMvMjY zZ6w21DMJz7J2-GcSHwmMnaJqkFAE4uSzgUaAmDSEALw_wcB	C Sys
RB-A		Recycling Bin	Alpinbe Industries	28 Gal. Black Corrugated Plastic 3-Compartment Indoor Trash Can and Recycling Bin	46"L x 16"D x 33"H			https://www.homedepot.com/p/Alpine-Industries-28-Gal-Bl ack-Corrugated-Plastic-3-Compartment-Indoor-Trash-Can-an d-Recycling-Bin-471-03-BLK/306807795	













ODE	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. Mus 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. Mus 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	Windermere armless Double Curved Bench Surface Mount	153"W x 45"D x 35"H	Teak wood no finish	Central Open Space
XT-3		Plaza 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		Plaza Chair	Fermob	Luxembourg Chair Aluminum Frame & Base	22.5"L x 19"W x 34.5"H	Color: Capucine	Central Open Space

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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. <u>Exhibits and Attachments</u>

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. <u>Services to be performed by Contractor</u>

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. <u>Term</u>

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

5. <u>Termination</u>

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. <u>Contract Materials</u>

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. <u>Relationship of Parties</u>

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. <u>Insurance</u>

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. <u>Compliance with County Employee Jury Service Ordinance</u>

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

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. <u>Controlling Law; Venue</u>

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. <u>Notices</u>

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. <u>Electronic Signature</u>

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. <u>Payment of Permits/Licenses</u> (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.

- Α. 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 occurance on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month. Data shall include the Community-Based Partnership's implementation activities and be in accordance with the requirements of the AOD Provider Handbook. Contractor shall also comply with the CalOMS Pv Data Quality Standards (Document #1T.)
 - 3. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The service cost for the CalOMS Pv Duration of Services Report will not exceed THREE HUNDRED DOLLARS (\$300) per hour. The link to the Web-based CalOMS Prevention data system is:

https://kitservices1.kithost.net/calomspv/pSvstem.aspx.

- 4. Contractor shall communicate with BHRS AOD staff CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.
- 5. BHRS AOD Analyst will review CalOMS Pv data entry on a quarterly basis to ensure activities are reflective of the Partnership's Work Plan goals and objectives, and to ensure that data meets the CalOMS Pv Data Quality Standards. Failure to adequately complete and/or document approved Work Plan activities in CalOMS Pv may result in a corrective action plan and/or withholding of payment.
- 6. Contractor shall submit an annual progress report on Work Plan goals and objectives no later than August 15th for the previous fiscal year.

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

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

- 2. Client Rights and Satisfaction Surveys
 - a. Administering Satisfaction Surveys Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.
- 3. Compliance with HIPAA, Confidentiality Laws, and PHI Security
 - a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement.

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

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 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. Anv 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/SandlLanding.asp.

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

6. Compliance Plan and Code of Conduct

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

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

7. Fingerprint Compliance

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

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

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org. 1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

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

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

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

- 4. Contractor will translate relevant and appropriate behavioral healthrelated 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 BHRSsponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated..
- 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.
- I. Payment
 - 1. Maximum Obligation

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

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

2. Rates

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

- J. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.
 - 1. Contractor will provide the deliverables described in the approved Work Plan in the Major Activities column, and by the date listed in the Completion Date column.

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

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

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

AOD:

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

ALL OTHER CONTRACTS:

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

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

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

S. Inadequate Performance

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

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

T. Claims Certification and Program Integrity

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

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

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

Executed at	California, on	, 20

Signed _____ Title _____

Agency _____"

ENCLOSURE 3

NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE

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

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

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

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

Sincerely,

Behavioral Health & Recovery Services Contracting Department

ORDINANCE NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

* * * * * *

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

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

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

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

- (a) The current Federal minimum wage is seven dollars and twenty-five cents (\$7.25) per hour, and the California minimum wage is ten dollars (\$10.00) per hour;
- (b) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in these national and state minimum wage standards;
- (c) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (d) The use of San Mateo County funds to promote a living wage will improve the quality of services to the County and the public by ensuring contractors have access to qualified employees and are able to retain qualified employees, and it will improve the quality of life for residents of the County and employees of County contractors;
- (e) A policy requiring payment of a living wage is consistent with other San Mateo County programs designed to meet the employment and economic development needs of lowerincome 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;
 - 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;
- 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-toexceed 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.
- (I) "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 fulltime 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:
 - Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 - 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 - 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.

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

2.88.040 Living Wage Rate

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

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

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

2.88.050 Exclusions and Exemptions from Covered Contracts

- (a) The term Covered Contract shall exclude:
 - 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:
 - 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

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.
- I. 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 makes 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

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

Revised 10/5/2017 S.Reed

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

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

Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

Sections:

2.84.010 - Definitions.

2.84.020 - Discrimination in the provision of benefits prohibited.

2.84.030 - Application of chapter.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

2.84.010 - 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 for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (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.
- (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

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)

<u>2.84.020 - Discrimination in the</u> 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:

- Award of a contract or amendment is necessary to respond to an emergency;
- 2. The contractor is a sole source;
- No compliant contractors are capable of providing goods or services that respond to the County's requirements;
- 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:
 - Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
 - 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) t 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) he 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:
 - Award of a contract or amendment is necessary to respond to an emergency;
 - 2. The contractor is a sole source;
 - No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - 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)

<u>2.85.030 - Powers and duties of the</u> <u>County Manager.</u>

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:
- 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."