



SAN MATEO COUNTY HEALTH

**BEHAVIORAL HEALTH  
& RECOVERY SERVICES**

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September 4, 2019

**NOTICE OF REQUEST FOR REQUEST FOR PROPOSALS  
OPPORTUNITY**

Dear Prospective Proposer:

The Behavioral Health and Recovery Services Division of the San Mateo County Health System is soliciting proposals from qualified and interested providers for the provision of Trauma Informed Co-Occurring Preventions Services for Youth. The Request for Proposals (RFP) for these services can be viewed and/or downloaded by going to <https://www.smchealth.org/bhrs/rfps>.

Interested parties should register at the site to receive updates and/or modifications to the RFP. If unable to download an electronic version of the RFP, you may request the RFP be sent to you via email at [sreed@smcgov.org](mailto:sreed@smcgov.org). Questions regarding the RFP must be submitted by September 17, 2019. Responses to questions will be posted on the County's website no later than September 27, 2019.

The deadline for submitting a proposal is 4:00 P.M. PST on Thursday October 10, 2019.

Sincerely,

Susann Reed, Contract Manager  
San Mateo County Behavioral Health & Recovery Services  
650-573-2226  
[sreed@smcgov.org](mailto:sreed@smcgov.org)





SAN MATEO COUNTY HEALTH

**BEHAVIORAL HEALTH  
& RECOVERY SERVICES**

REQUEST FOR PROPOSALS

FOR

TRAUMA-INFORMED CO-OCCURRING  
PREVENTION SERVICES FOR YOUTH

RFP Number # 2019-006

County of San Mateo Behavioral Health and  
Recovery Services

Release Date: September 4, 2019

Responses must be Received  
by 4:00 p.m. Pacific Standard Time  
on October 10, 2019

**REQUEST FOR PROPOSALS  
FOR  
TRAUMA-INFORMED CO-OCCURRING  
PREVENTION SERVICES FOR YOUTH**

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

**By 4:00 p.m. Pacific Time on October 10, 2019**

**PROPOSALS MAY NOT BE ACCEPTED AFTER THIS DATE AND TIME**

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

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

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

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## **SECTION I – GENERAL INFORMATION**

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

As outlined in more detail in Section II, Scope of Work, this Request for Proposals (RFP) seeks a provider or collaborative of providers for the ongoing development of Trauma-Informed Co-occurring Prevention Services for Youth. The organizations should have expertise in providing community-based services to youth and transitional age youth. The target commencement date and term for the proposed services is July 1, 2020 through June 30, 2022, subject to negotiation of a final agreement.

### **B. ORGANIZATIONAL BACKGROUND**

These statements were developed out of a dialogue involving consumers, family members, community members, staff and providers sharing their hopes for the Behavioral Health and Recovery Services (BHRS) Division. The members of the BHRS community agree to support the Vision, Mission and Values, and to strive to demonstrate our commitment to these concepts within our individual and collective responsibilities.

#### **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.

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

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

## **SECTION II – SCOPE OF WORK**

The Mental Health Services Act (MHSA) provides funding to Counties for mental health services by imposing a 1% tax on personal income in excess of \$1 million. The Prevention and Early Intervention (PEI) component of MHSA is intended to build the capacity of the community to increase resiliency by decreasing risk factors and increasing the protective factors for individuals who are at greater risk of developing a serious mental illness and their parents, caregivers, and other family members. PEI emphasizes improving timely access to services and reducing the seven (7) negative outcomes of untreated mental illness: suicide, incarcerations, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes.

### **A. DESCRIPTION OF SERVICES**

#### **1. Service Approach**

*Trauma-informed.* All six key principles of a trauma-informed approach shall be incorporated when serving youth with mental illness and/or co-occurring substance use challenges and their families: safety, trustworthiness and transparency, peer support, collaboration, empowerment; and cultural, historical and gender issues.

*Cultural responsiveness.* Culturally responsive services are sensitive to the diverse cultural identity; are delivered by bilingual/bicultural staff, and/or are available in the primary language of clients; and use the natural supports

provided by the client's culture and community. Outreach and engagement strategies shall be designed to reach diverse communities.

*Youth developmental assets.* The San Mateo County Health System has adopted the Search Institute's 40 Developmental Assets, Attachment A, as the framework to use when addressing the needs of young people in the community. This strengths-based model works with youth, their families, schools and community to promote the 40 internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships.

*Community Resilience.* As literature continues to grow, we are able to draw the connections between the social determinants of health (SDOH)<sup>1</sup>, such as lack of affordable safe housing, quality medical care and education, to preventing and protecting youth from Adverse Childhood Experiences (ACEs)<sup>2</sup>. ACEs are imperative to address because they are associated with a variety of health impacts including depression, post-traumatic stress disorder, anxiety, attempted suicide, substance use, academic achievement and high-risk sexual behaviors. A community resilience approach that addresses youth needs at multiple levels (SDOH, ACEs) can improve youth behavioral health outcomes and foster collaboration across child health, public health and community-based supports.<sup>3</sup>

## 2. Background

Beginning in August 2018, Behavioral Health and Recovery Services (BHRS) piloted an alternate curriculum to Seeking Safety: The MBSAT 12-session curriculum, <https://courses.centerforadolescentstudies.com/mbsat/>. All current Seeking Safety providers were invited to participate in piloting of the curriculum. Between November 2018 and May 2019 focus groups were conducted that engaged primarily marginalized ethnic, linguistic and cultural youth and adults in San Mateo and Pescadero. Participants were asked for feedback regarding the Mindfulness-Based Substance Abuse Treatment (MBSAT) curriculum.

- a. What was your experience with the mindfulness practices? Were they helpful? Please explain.
- b. What stands out to you most in your experience with this program?
- c. Is there anything that makes it difficult to practice mindfulness at school, work and at home?
- d. What needs to change for you to be able to use the skills you have gained in this group?
- e. How can we reinforce the success of this program within your community?

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<sup>1</sup> <https://www.cdc.gov/socialdeterminants/index.htm>

<sup>2</sup> <https://www.cdc.gov/violenceprevention/childabuseandneglect/acestudy/aboutace.html>

<sup>3</sup> Ellis WR, Dietz, A New Framework for Addressing Adverse Childhood and Community Experiences: The Building Community Resilience Model. *Academic Pediatrics*. 2017 Sep - Oct;17(7S):S86-S93.

The findings of the pilot are summarized in Attachment B and were used to inform the requirements of RFP.

MBSAT is a curriculum that integrates best practices from the fields of mindfulness, psychotherapy, and substance use reliance treatment as applied to working with adolescents. The program was created to provide mental health professionals, teachers, and other facilitators who provide group-based substance abuse treatment with a methodology of connecting with adolescents on an authentic level; while also fostering a greater self-awareness and greater regulatory capacity over unhealthy behaviors (e.g. substance use, violence etc.) MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of 12 sessions. The goals are to increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors. Key principals of MBSAT include:

- a. Integrated treatment working on the cyclical relationship between trauma and substance use reliance;
- b. Improving self-awareness, increasing knowledge of drugs and impacts, formal meditation, physical effects of drugs and pros and cons of drug use through a mix of psycho education, role play and interaction;
- c. Integration of the individual with social and environmental influences on their drug use and how they in turn influence those systems; and
- d. Within this context, intergenerational trauma is also considered.

### 3. Trauma-Informed Co-occurring Prevention Services for Youth

The services provided under this RFP will consist of three required components:

- a. Group-Based Intervention;
- b. Community Engagement; and
- c. Social Determinants of Health (SDOH) Screening and Referrals.

The services will target youth and transitional age youth (TAY) ages 15-25 who are at greatest risk for adverse childhood experiences. The National Survey of Children's health revealed that nearly 50% of American children have experienced at least one Adverse Childhood Experience (ACE), with children of color and children who grow up in poverty showing the greatest risk for ACEs. In San Mateo County children who are African American, American Indian, Latinx, and Native Hawaiian and Pacific Islanders, are more likely to live in high poverty areas (15.2%, 24.2%, 12.7%, and 10.9% respectively).<sup>4</sup>

### 4. Group-Based Intervention

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<sup>4</sup> [https://factfinder.census.gov/bkmk/table/1.0/en/ACS/17\\_5YR/S1702/0500000US06081](https://factfinder.census.gov/bkmk/table/1.0/en/ACS/17_5YR/S1702/0500000US06081)



- a. Agencies will identify the specific youth population(s) that will be targeted for group-based intervention/curriculum; such as youth in probation, immigrant youth, homeless youth, youth in foster care, etc.
- b. Agencies will propose an evidence-based or promising practice intervention/curriculum to address trauma and co-occurring substance use issues with youth.
  - i. Agencies can opt to provide the Mindfulness-Based Substance Abuse Treatment (MBSAT) curriculum or an alternate culturally-relevant intervention/curriculum.
  - ii. If an alternate intervention/curriculum is being proposed, please include information for how it best serves your target community.
  - iii. Examples of alternate interventions/curricula include, but are not limited to, the National Compadres Network<sup>5</sup> curricula; Keepin' it R.E.A.L.<sup>6</sup>; Teaching Transformative Life Skills to Students: A Comprehensive Dynamic Mindfulness Curriculum<sup>7</sup>; and Mission Possible 360.<sup>8</sup>
  - iv. A one-year pilot will be established by BHRS to evaluate the effectiveness of any alternate curricula proposed and potentially tailor it as needed to address both trauma-informed and co-occurring substance use issues.
- c. Agencies will provide the appropriate training and/or certification needed for staff to deliver the intervention/curriculum with fidelity.
  - i. A 6-hour training is required to deliver the MBSAT curriculum. BHRS offers the required training twice a year and an optional certification once a year at no cost to participants.
  - ii. Training that uses alternate curricula should be included as a training expense in the proposed budget.
  - iii. All agencies are expected to develop a training plan that addresses training maintenance in the case of staff turnover. Any training needed for maintenance should be included as a training expense in the proposed budget.
  - iv. Quality/fidelity monitoring tool(s) will be developed by BHRS in collaboration with providers as part of the ongoing evaluation and reporting activities as described in Section B. Tracking and Reporting of this RFP.

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<sup>5</sup> <http://www.nationalcompadresnetwork.org/training/training-curricula/>

<sup>6</sup> Gosin M, Marsiglia FF, Hecht ML., Keepin' it R.E.A.L.: a drug resistance curriculum tailored to the strengths and needs of pre-adolescents of the southwest, J Drug Educ. 2003;33(2):119-42.

<sup>7</sup> <https://www.niroga.org/education/curriculum/>

<sup>8</sup> <https://www.tandfonline.com/doi/abs/10.3109/01612840.2014.994689?journalCode=imhn20>

- d. Agencies will identify a process for selection of facilitator staff.
  - i. Key qualities of facilitators of mindfulness-based interventions includes authenticity in terms of self-awareness, commitment to daily mindfulness practices and genuine interest in participants to develop positive rapport and relationships.
  - ii. Clinical licensure or license-eligible (e.g. ACSW, AMFT) is preferred but not required.
- e. Agencies will facilitate at least two (2) and up to twelve (12) cohorts of group-based interventions per year. See Section E. Funding, of this RFP, for funding availability per cohort.
  - i. Identify your agency's target number of cohorts per year.
  - ii. Each cohort will consist of at least eight (8) sessions for your selected intervention and one (1) session for BHRS staff to present on youth engagement opportunities as described below in Section A.5.Community Engagement.
  - iii. Agencies will target at least eight (8) youth per cohort that complete at least eight (8) intervention/curriculum sessions. The number of youth completing 8 sessions per year will depend on the number of cohorts proposed, for example:

<b># of cohorts proposed</b>	<b># of youth completing 8 sessions</b>
2	16
4	32
6	48
12	96

Agencies should plan on recruiting more than 8 youth per cohort to account for attrition.

- iv. Cohorts will be conducted in non-agency program sites. If this is an added service to your program(s) and you will be hiring staff to provide the intervention/curriculum, please describe the current scope of program staff.
- v. Cohorts can be conducted in partnership with faith-based organizations, community-based agencies, schools, housing complexes and other spaces where community exist, feel safe and trust.
- f. Provide stipends, refreshments and/or incentives as needed to encourage participation.

- i. Refreshments should follow healthy food guidelines, limiting salt, saturated and trans fats and added sugars.

## 5. Community Engagement

Prevention curriculums alone can support youth skill building, but seldom address systemic and community-level challenges that are necessary for positive youth development and behavioral health outcomes. Youth and community engagement can lead to improvements in behavioral health services, opportunities, and supports needed by youth.

- a. Agencies will provide foundational trauma-informed 101 training for adults and other members of the community that interact with the youth participants (parents, teachers, probation officers, service providers, community, etc.) to create trauma-informed supports for youth.
  - i. Coordinate and implement two (2) community trainings per proposed youth cohort.
  - ii. The trainings will target adults in the youth's circle of support (parents of youth enrolled in the cohort, school staff, probation officers, homeless shelter staff, neighborhood/ community, etc.).
  - iii. Provide childcare, refreshments and/or incentives as needed to encourage participation.
  - iv. Provide referrals/resources to adult participants as appropriate.
- b. Work with BHRS staff to connect cohort youth to leadership engagement opportunities provided through the Office of Diversity and Equity (ODE) Health Ambassador Program for Youth and Alcohol and Other Drug (AOD) youth prevention programs.
  - i. Dedicate at least one additional cohort session for BHRS staff to present on the youth engagement opportunities.
  - ii. Support warm handoff and linkages for successful engagement

## 6. SDOH Screening and Referrals

Social determinants of health (e.g., food insecurity, housing, transportation, medical treatment, etc.) can account for up to 40 percent of individual health outcomes, particularly among low-income populations.

- a. Agencies will screen youth participants at intake for social determinants of health impacts to support appropriate referrals and identifying community-based social service resources and social needs and/or gaps. A screening tool will be developed by BHRS and made available to the selected provider.
  - i. Provide linkages/referrals, including warm hand-offs to appropriate agencies to address youth' social needs.
  - ii. Provide linkages/referrals to BHRS for individuals who may need more extensive mental health and/or substance use treatment.

## 7. Evaluation Activities

The program will be evaluated for implementation according to contract terms, whether it is achieving desired impact, satisfaction of services from clients, families, and/or communities, responsiveness to target populations, and success, challenges and areas of improvement.

- a. Tracking and reporting activities required for evaluation are described Section B of this RFP.
- b. Agencies are expected to participate and support the facilitation of any additional reporting and/or evaluation activities as determined by BHRS (e.g. focus groups and/or key interviews).
- c. Data collected will be analyzed by BHRS through an independent contractor.
- d. BHRS will work with agency representatives early in the planning Process collected will be analyzed by BHRS through an independent contractor.

## **B. TRACKING AND REPORTING**

Data collection and reporting activities should cover the following categories (and items), at the minimum:

1. Implementation
  - a. Tracking of cohort characteristics – total number of sessions conducted per cohort, number of participants enrolled in cohort, number completing all sessions and overall attendance rate, location of cohort.
  - b. Completed fidelity/quality assessment per cohort to collect information about:
    - i. What content was provided to each cohort - knowledge, attitudes, values, norms, and skill-based;
    - ii. How lessons were conducted - teaching methods, strategies, and youth-facilitator interactions; and
    - iii. The learning environment - length of each session, amount of content received and “participant responsiveness” – assessed through a client satisfaction tool.
  - c. Tracking of community engagement activities – adults engaged in foundational trauma-informed 101 training, demographics, number of youth successfully linked to youth engagement activities (participated in capacity building activities).
  - d. Tracking of referrals made to behavioral health, social service needs, including medical.

## 2. Impact

- a. Administering of the Search Institute's Developmental Assets Profile (DAP) pre- and post-cohort(s) with all youth participants to assess internal strengths and external supports across several contexts of their lives: personal, peers, family, school, and community.
- b. SDOH screening results and linkages made.
- c. Demographics of youth participants.
- d. Youth success stories.
- e. Satisfaction surveys with youth and trauma-informed 101 training participants to measure satisfaction with service provision.

## 3. Reporting

- a. Implementation tracking logs submitted monthly to BHRS program manager.
- b. Regular monitoring check-ins with the BHRS program manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.
- c. Data collected at intake including youth demographics, SDOH screening and referral outcomes will be data-entered into an online survey portal(s), on a monthly basis.
- d. Search Institute DAP assessments will be scanned and submitted, on a monthly basis.
- e. A year-end report due by the fifteenth (15<sup>th</sup>) of August will be submitted to the BHRS program manager and the MHSA Manager. See Attachment C, MHSA Program Annual Reporting Template.

## C. STAFF REQUIREMENTS

Staff will be reflective of the culture and ethnicity of the community served. At least one staff member will be Spanish speaking.

Staff must complete twenty (20) hours of training per calendar year. Training topics will include, but are not limited to, the following:

- a. HIPPA
- b. Cultural Humility, Sexual Orientation and Gender Identity (SOGI)

- c. Wellness and Recovery Action Plan (WRAP)
- d. Mental Health First Aid (MHFA)
- e. Peer support
- f. NAMI family to family

All staff working directly with children are required to be fingerprinted and their background checked.

#### **D. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for two (2) years, with the term tentatively to begin July 1, 2020 and end June 30, 2022. Included in this RFP is the option to renew for an additional three (3) years pending program evaluation, availability of funding, and division approval.

#### **E. FUNDING**

The services will be funded through the Mental Health Services Act. The anticipated maximum amount of funding for the term of the agreement is \$360,000. The anticipated amount for the program's first fiscal year (FY 2019-2020) is a total of up to \$180,000 at a rate of \$15,000 per cohort; which includes all direct and indirect costs and services associated with the three service components described in this RFP (Group-Based Intervention, Community Engagement, and SDOH Screening and Referrals). More than one agency may be selected to provide these services and funding will be based on number of cohorts proposed. Funding for subsequent years is contingent upon funding availability, program evaluation, and division approval.

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

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

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

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

**Questions and Responses Process.** All questions regarding this RFP must be submitted in writing and contain a contact name and address, fax, or e-mail for response. Questions must be received by BHRS no later than **4:00 p.m.**, on the due date for question submission as referenced in Section IV.A. Tentative Schedule of Events. All questions and answers (Q&A) will be distributed before the application due

date to applicants who participated in the Proposers' Conference. The Q&A will also be posted on the BHRS website. **No telephone consultation will be provided.**

Submit questions to:

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

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

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

Behavioral Health & Recovery Services  
2000 Alameda de las Pulgas, Room 201  
San Mateo, CA 94403  
**September 20, 2019**  
**2:30 p.m. – 3:30 p.m.**

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

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

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

Modifications or clarifications to the RFP will be posted to the <http://www.smchealth.org/bhrs/rfp> website as outlined above without divulging the

source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the <http://www.smchealth.org/bhrs/rfp> website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

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

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

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

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

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



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

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

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

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

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

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

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

**Travel Costs.** Not applicable.

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

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

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

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

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	September 4, 2019
Questions Submitted to County Deadline	September 17, 2019
Proposer's Conference	September 20, 2019
Release Responses to Questions	September 27, 2019
<b>Proposal Deadline</b>	<b>October 10, 2019</b>
Formal Review of Proposals <sup>(1)</sup>	October 17, 2019
Notification of Funded Proposals <sup>(1)</sup>	October 25, 2019
Contract Negotiations Begin <sup>(1)</sup>	October 28, 2019
Protest Deadline <sup>(1)</sup>	November 1, 2019
Recommendation to Board of Supervisors <sup>(1)</sup>	February 11, 2019

<sup>(1)</sup> Dates are subject to change

## **B. SUBMISSION OF PROPOSALS**

Responses to the RFP should be typewritten or prepared on a computer and have consecutively numbered pages and include the information and format requested in Section V. The whole proposal should not exceed **15** pages not including attachments, exhibits or charts. Please use Arial 12-point font, 1" margins, and 1.15 line spacing.

One (1) signed original, one (1) electronic version (via CD, flash drive, or email), and seven (7) hard copies must be received and time-stamped prior to **4:00 pm** on the due date for proposal submission as referenced in Section IV.A. Tentative Schedule of Events. The original and seven hard/paper copies shall be submitted in a sealed envelope or box.

Submit proposals to:  
Susann Reed, Contract Manager  
Behavioral Health and Recovery Services  
San Mateo County Health System  
2000 Alameda de las Pulgas, Ste. 280  
San Mateo, CA 94403  
[sreed@smcgov.org](mailto:sreed@smcgov.org)

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

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

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

## **C. CONFIDENTIALITY OF PROPOSALS**

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

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

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

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

#### **D. PROPOSAL EVALUATION**

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

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

1. Minimum Requirements

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

- a. Proposal was submitted on time;
- b. Proposal is signed by authorized person;

- c. Board, or governing body, authorization letter included granting permission to submit the proposal;
- d. Staffing structure and qualifications are included;
- e. Proposal followed the requested format;
- f. Stated compliance with County RFP and contractual requirements;
- g. References.
- h. Budget
- i. Copy of latest audit performed on agency

## 2. Program Specific Requirements

### a. Qualifications and Experience

- i. Personnel: How long have key personnel been involved in similar work? Do key personnel have experience with implementing services similar to those specified in this RFP?
- ii. Agency Experience: How long have the proposer and collaborative partner agencies been involved in providing these types of services/ programs? Was an organizational chart included?
- iii. Does the proposer or collaborative partners have history and experience providing workshops, activities and events in the proposed target community. Do they have expertise in the social determinants of health? Is the network of collaborators large enough to address the social determinants of health in the target community?
- iv. What is the proposer's track record in contract compliance, including accounting and record-keeping requirements? In implementing new projects? Does the proposer have history of successfully managing contracts with public or private agencies? Does the proposer demonstrate that it has a track record of positive community collaboration and does it currently have good relationships in San Mateo County? Does the proposer have the ability to meet any required timelines or other requirements?

### b. Philosophy and Service Model

- i. Is there is a clearly articulated understanding of and commitment to the intent of the program as described in the RFP including purpose, scope, service approach, population to be served and effective organizational structure?

- ii. Does the proposal include a realistic implementation plan that incorporates the program values and principles described in the RFP and provide enough specificity?
- c. Staffing Patterns and Training
  - i. Are staffing patterns, including staff to client ratio, adequate to perform the services outlined in this RFP?
  - ii. Does the proposal address the challenges of recruiting and hiring staff in a feasible manner, including a plan that addresses training maintenance and onboarding in the case of staff turnover?
  - iii. Is the training and supervision plan sufficient to support the services and to provide 20 hours of training per year for staff; training plan includes at a minimum the following topics:
    - a. HIPAA
    - b. Cultural Humility
    - c. Sexual Orientation and Gender Identity reporting
    - d. Motivational Interviewing
    - e. Trauma Informed Care
  - iv. Were resumes of key staff included in the RFP?
- d. Cultural Humility
  - i. Does staff have diverse language capabilities and/or the availability of interpretation services?
  - ii. Are culturally responsive practices embedded and integrated in the proposer's program and services?
  - iii. Does the agency show involvement of diverse ethnic/racial and cultural groups (LGBTQ, immigrant youth, etc.) and clients/consumers in service planning and delivery of services?
  - iv. Is the agency's plan for providing culturally appropriate services consistent with the principles described in the RFP? Are there particular strengths in serving culturally diverse populations?
  - v. Does the agency cultural competence plan detail policies, efforts, and strategies (including training) that address the diverse cultural needs of clients, families, and the workforce?

e. Quality/Program Evaluation

- i. Does the proposer have a current Quality Improvement Plan? Does it include both administrative and program measurement data?
- ii. Does the plan include a defined process to ensure credentialing/licensing for personnel is maintained if applicable?
- iii. Does the proposer and collaborative partners have expertise in similar program evaluation activities?
- iv. Is there appropriate and sufficient support for quality improvement and evaluation?
- v. Was an adequate contingency emergency plan included?

f. Claims and/or Violations

- i. Did the proposal address any claims or violations against the provider as outlined in TAB 4 of this RFP?

g. Cost to the County – Budget

- i. Are the budget justifications, including administrative costs, reasonable?
- ii. Are there any gaps in the budget?
- iii. Does the budget include other funding streams?

h. References

- i. Were references included in the proposal? Were those references relevant to the services within the RFP?
- ii. Are the references diverse (for example from peers, community agencies, county agencies, other counties, families, etc.)?
- iii. If letters of recommendation are provided from clients and/or family members, did the proposal indicate that waivers to release information were obtained?

i. Statement of Compliance with County RFP and contractual requirements

- i. Was a statement indicated that the proposer would comply with County and contractual requirements included?

j. Quality/Program Evaluation

- i. Was a program evaluation and improvement plan included?
- ii. Was an emergency contingency plan included?
- iii. Was a credentialing/licensing process included that monitors staff requirements?
- iv. Is there a plan that includes timelines for routine problem resolution, including performance issues identified by the County?

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

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

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

**E. PROPOSAL RECOMMENDATION**

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

**F. NOTICE TO PROPOSERS**

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

**G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Chief of the Health System as outlined below. Protests received after the deadline will not be



accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will 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.

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

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

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

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

### **A. GENERAL INSTRUCTIONS**

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

### **B. COVER LETTER**

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

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

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

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

## **D. TABBING OF SECTIONS**

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

- 1) Provide a statement of qualifications for your organization, including an organizational chart, a statement of the size of firm, and a description of services provided by your organization.
- 2) Provide a statement of the extent of experience/history providing the services requested by this RFP to youth at greatest risk for adverse childhood experiences. Identify the specific youth population will you be targeting for services (youth in probation, immigrant youth, homeless youth, youth in foster care, etc.)
- 3) How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
- 4) How long have key personnel been involved in similar work? Do key staff have experience with implementing services similar to those specified in this RFP?
- 5) How many people in total are employed by your company? Delineate between employees and consultants.
- 6) List the professional qualifications for each individual (and partner agency if applicable) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

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

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

- 1) Describe how you will fulfill the needs of the target youth population. Attach a detailed implementation plan and timeline.
- 2) Describe your experience providing non-stigmatizing, trauma-informed, multicultural programming for youth with mental illness and/or co-occurring addiction substance use challenges, and their families.
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
- 4) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.
- 5) Describe how you would maintain work flow in the event of a staffing shortage either initially or during the course of the agreement.
- 6) Describe your plan for staff training and supervision sufficient to support the services; include training topics that at a minimum include the following areas:
  - a. HIPPA
  - b. Cultural Humility, Sexual Orientation and Gender Identity (SOGI)
  - c. Wellness and Recovery Action Plan (WRAP)
  - d. Mental Health First Aid (MHFA)
  - e. Peer support
  - f. NAMI family to family

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

- 1) Describe how you will involve diverse ethnic/racial and cultural groups in service planning and delivery. What is your organizations plan for providing culturally appropriate services? Attach your Cultural Competency plan if available. The plan should include a description of: a) policies and practices that promote diversity, cultural humility and inclusion; b) formal forums or venues for discussing relevant issues; c) how demographic data will be collected and

utilized; d) staffing objectives that reflect the diversity of the community served; and e) a relevant training plan for staff.

- 2) In the event of a routine problem, who is to be contacted within your organization?
- 3) In the event of the identification of a problem by the County, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

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

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

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

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

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

- 1) Submit a budget for the proposed services using Appendix 1: Budget Template. Provide a detailed explanation for all costs associated with the provisions of the requested services.
- 2) Provide the latest financial audit your agency has completed.

**TAB 7 Quality/Program Evaluation:**

- 1) Describe any additional measurements/metrics/deliverables/assessments that you will provide to allow the County to assess service provision and program impact.

- 2) Describe your Quality Improvement plan. The plan should include a description of how you conduct ongoing assessment of community need and data review to inform culturally responsive program activities and continuous quality improvement.
- 3) Describe your organization's escalation plan to deal with service issues, or issues related to accessing services that may arise and include the resolution timeline.
- 4) Describe your process for staff background checks, and the credentialing/licensing process for professional staff.
- 5) Describe your organization's emergency preparedness plan for ensuring client safety during natural disasters, or other major incidents (such as active shooter).

#### **TAB 8 References:**

- 1) List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
- 2) If you choose to use references from clients or family members (which is not required), you must obtain written consent to use their information and the clients and/or family members must be informed that their information will be made public. Provide a statement indicating that you have complied with this requirement for the client/family references you include.

#### **TAB 9 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

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

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

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

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

**TAB 10 Board Authorization Letter or Resolution**

A letter or resolution from your board should include specific language that states who has the authority to submit a response to a request for proposals, when that authority begins and when that authority ends.

**SECTION VI – ENCLOSURES**

Appendix 1 Budget Template

Attachment A Developmental Assets

Attachment B MBSAT Focus Group Results

Attachment C MHSA Agency Reporting Template

Enclosure 1 Sample Standard Contract Template

Enclosure 2 Standard Agreement Administrative Requirements

Enclosure 3 Living Wage Ordinance

Enclosure 4 HIPAA Requirements

Enclosure 5 Not Used

Enclosure 6 Not Used

Enclosure 7 Fingerprinting certification

Enclosure 8 Chapters 2.84 and 2.85

Enclosure 9 Not Used

Enclosure 10 Attachment I – 504 Compliance

## 40 Developmental Assets® for Adolescents (ages 12-18)

Search Institute® has identified the following building blocks of healthy development—known as **Developmental Assets**®—that help young people grow up healthy, caring, and responsible.

### External Assets

- |                                      |  |
|--------------------------------------|--|
| <b>Support</b>                       | 1. <b>Family support</b> —Family life provides high levels of love and support.<br>2. <b>Positive family communication</b> —Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents.<br>3. <b>Other adult relationships</b> —Young person receives support from three or more nonparent adults.<br>4. <b>Caring neighborhood</b> —Young person experiences caring neighbors.<br>5. <b>Caring school climate</b> —School provides a caring, encouraging environment.<br>6. <b>Parent involvement in schooling</b> —Parent(s) are actively involved in helping young person succeed in school. |
| <b>Empowerment</b>                   | 7. <b>Community values youth</b> —Young person perceives that adults in the community value youth.<br>8. <b>Youth as resources</b> —Young people are given useful roles in the community.<br>9. <b>Service to others</b> —Young person serves in the community one hour or more per week.<br>10. <b>Safety</b> —Young person feels safe at home, school, and in the neighborhood.  |
| <b>Boundaries &amp; Expectations</b> | 11. <b>Family boundaries</b> —Family has clear rules and consequences and monitors the young person's whereabouts.<br>12. <b>School boundaries</b> —School provides clear rules and consequences.<br>13. <b>Neighborhood boundaries</b> —Neighbors take responsibility for monitoring young people's behavior.<br>14. <b>Adult role models</b> —Parent(s) and other adults model positive, responsible behavior.<br>15. <b>Positive peer influence</b> —Young person's best friends model responsible behavior.<br>16. <b>High expectations</b> —Both parent(s) and teachers encourage the young person to do well.  |
| <b>Constructive Use of Time</b>      | 17. <b>Creative activities</b> —Young person spends three or more hours per week in lessons or practice in music, theater, or other arts.<br>18. <b>Youth programs</b> —Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community.<br>19. <b>Religious community</b> —Young person spends one or more hours per week in activities in a religious institution.<br>20. <b>Time at home</b> —Young person is out with friends “with nothing special to do” two or fewer nights per week.   |

### Internal Assets

- |                               |  |
|-------------------------------|--|
| <b>Commitment to Learning</b> | 21. <b>Achievement Motivation</b> —Young person is motivated to do well in school.<br>22. <b>School Engagement</b> —Young person is actively engaged in learning.<br>23. <b>Homework</b> —Young person reports doing at least one hour of homework every school day.<br>24. <b>Bonding to school</b> —Young person cares about her or his school.<br>25. <b>Reading for Pleasure</b> —Young person reads for pleasure three or more hours per week.  |
| <b>Positive Values</b>        | 26. <b>Caring</b> —Young person places high value on helping other people.<br>27. <b>Equality and social justice</b> —Young person places high value on promoting equality and reducing hunger and poverty.<br>28. <b>Integrity</b> —Young person acts on convictions and stands up for her or his beliefs.<br>29. <b>Honesty</b> —Young person “tells the truth even when it is not easy.”<br>30. <b>Responsibility</b> —Young person accepts and takes personal responsibility.<br>31. <b>Restraint</b> —Young person believes it is important not to be sexually active or to use alcohol or other drugs. |
| <b>Social Competencies</b>    | 32. <b>Planning and decision making</b> —Young person knows how to plan ahead and make choices.<br>33. <b>Interpersonal Competence</b> —Young person has empathy, sensitivity, and friendship skills.<br>34. <b>Cultural Competence</b> —Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.<br>35. <b>Resistance skills</b> —Young person can resist negative peer pressure and dangerous situations.<br>36. <b>Peaceful conflict resolution</b> —Young person seeks to resolve conflict nonviolently.   |
| <b>Positive Identity</b>      | 37. <b>Personal power</b> —Young person feels he or she has control over “things that happen to me.”<br>38. <b>Self-esteem</b> —Young person reports having a high self-esteem.<br>39. <b>Sense of purpose</b> —Young person reports that “my life has a purpose.”<br>40. <b>Positive view of personal future</b> —Young person is optimistic about her or his personal future.  |

## ATTACHMENT B

### MINDFULNESS BASED SUBSTANCE ABUSE TREATMENT FOCUS GROUP RESULTS

The Mindfulness Based Substance Abuse Treatment (MBSAT) curriculum was piloted with three of our partners (Puente, Starvista and El Centro). This pilot was conducted in order to inform the Trauma Informed Interventions for youth RFP that will be replacing the Seeking Safety curriculum. As part of the pilot we also conducted focus groups to hear feedback from the youth regarding the curriculum but to also expand our prevention strategy to encompass what they identified as opportunities and barriers.

### METHODS

All providers that are piloting the MBSAT curriculum were invited to participate in the focus groups. A BHRS staff member conducted the groups at the participating sites to hear about their experience with the curriculum directly from the youth.

### QUESTIONS

1. What was your experience with the mindfulness practices? Were they helpful? Please explain
2. What stands out to you most in your experience with this program?
3. Is there anything that makes it difficult to practice mindfulness at school, work and at home?
4. What needs to change for you to be able to use the skills you have gained in this group?
5. How can we reinforce the success of this program within your community?

### PARTICIPANTS

- 2 Sites participated
- Pescadero High School a group facilitated by Puente
- Life Moves facilitated by Starvista
- 16 youth participated in the groups
- 100% of youth were youth of color from marginalized backgrounds, and diverse cultural and linguistic needs

### FINDINGS

Overall, the youth enjoyed the MBSAT curriculum and confirmed that they learned new skills that they will try to continue to use in their daily life. While the curriculum is a prevention curriculum for substance use, some youth have used these skills to avoid getting into fights, to calm themselves down when they are stressed about the future and to think before they act when they interact with their siblings, friends, and parents.

### BUILDING COMMUNITY CAPACITY FOR MINDFULNESS

- Mindfulness training for teachers so that they understand and support mindfulness practices
- Taking structured time from the school day to meditate
- Training for parents so that they can use the skills but also so that they encourage the practice at home
- Start embedding mindfulness practices from a young age such as elementary school



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## FACILITATION

- The facilitator needs to be knowledgeable about meditation and preferably practices the techniques in their own life
- The facilitation style affects engagement and the youth prefer someone that is high energy and relatable
- Confidentiality is essential for creating a space where youth feel safe and are able to share openly
- Having food and incentives motivates the youth to continue participating
- Fidget toys during the class help the youth concentrate on the content

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## ENVIRONMENTAL INFLUENCES

- The youth identified that their environment impacts their ability to practice mindfulness effectively
- The youth brought up stressors such as: graduating from high school and going to college or finding a job, not knowing what their next step will be after high school, the national political environment, policies at their schools, violence in their neighborhoods, the availability of drugs and alcohol



SAN MATEO COUNTY HEALTH

**BEHAVIORAL HEALTH  
& RECOVERY SERVICES**

## **ATTACHMENT C**

# **MHSA FUNDED PROGRAMS ANNUAL REPORT**

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

Please submit your report as a Microsoft word file (no pdf) to facilitate the transferring of graphs/tables into the MHSA Annual Update we submit to the State of California. Reports should be written in third person.

### **1. AGENCY INFORMATION**

Agency Name:

MHSA-Funded Program Name:

Program Manager Name:

Email:

Phone Number:

### **2. PROGRAM DESCRIPTION**

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

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

### **3. NARRATIVE**

Please describe how your program:

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

### **4. OUTCOME DATA & PROGRAM IMPACT**

**FISCAL YEAR** \_\_\_\_\_

**4a. Quantitative Data:** Provide data collected about the health outcomes of clients served. What data do you collect to show how the program advances any of the following MHSA Intended Outcomes?

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

*\*Please reach out to Doris Estremera, MHSA Manager (650)573-2889, if you would like to discuss the appropriate data to include in this section.*

## 5. SUCCESSES & CHALLENGES (INCLUDE PHOTOS/QUOTES)

**5a. Successes:** Is there a intervention your program is especially proud of? Please include 1-2 client stories as an example of program success.

If a client story is used, with appropriate consent, **please include pictures and/or quotes** from the client to help us personalize your program and the report.

**5b. Challenges:** Have there been any challenges in implementing certain program activities and/or interventions? What are some solutions to mitigate these challenges in the future?

## 6. UNDUPLICATED CLIENT INFORMATION & DEMOGRAPHICS

**Number of unduplicated clients served:** \_\_\_\_\_

**Number of unduplicated families served:** \_\_\_\_\_

Please **provide demographic data of total clients served.**

Attached is an example of a program's completed report demographics included for your reference. These are client demographics the county is required to report to the State for each MHSA funded program; please provide as many of these demographics that you collected; include

- 1) Demographic data of total clients served.
- 2) Plans to collect data currently not collected.

# EXAMPLE OF REPORTED CLIENT DEMOGRAPHICS

AGE	#	Total	%
Age 0-15	10	114	9%
Age 16-25	3	114	3%
26-59	98	114	86%
60+	2	114	2%
decline to state	1	114	1%
Primary language	#	Total	%
English	21	123	17%
Spanish	98	123	80%
Mandarin	1	123	1%
Cantonese	0	123	0%
Tagalog	1	123	1%
Russian	0	123	0%
Samoan	0	123	0%
Tongan	0	123	0%
Another language	1	123	1%
Race/Ethnicity	#	Total	%
American Indian/ Alaska Native/ Indigenous	0	117	0%
Asian	2	117	2%
Eastern Europe	0	117	0%
European	0	117	0%
Arab/Middle Eastern	0	117	0%
Black/ African- American	2	117	2%
White/ Caucasian	3	117	3%
Asian Indian/ South Asian	1	117	1%
Caribbean	0	117	0%
Fijian	1	117	1%
Cambodian	0	117	0%
Central American	16	117	14%
Guamanian	0	117	0%
Chinese	1	117	1%
Mexican/ Chicano	66	117	56%
Native Hawaiian	0	117	0%
Filipino	3	117	3%
Puerto Rican	1	117	1%
Samoan	1	117	1%
Japanese	0	117	0%
South American	10	117	9%
Tongan	0	117	0%
Korean	0	117	0%
Vietnamese	0	117	0%
Another race/ ethnicity	9	117	8%

<b>Sex assigned at birth</b>	<b>#</b>	<b>Total</b>	<b>%</b>
Male	30	123	24%
Female	91	123	74%
Decline to state	1	123	1%
<b>Intersex</b>	<b>#</b>	<b>Total</b>	<b>%</b>
Yes	2	110	2%
No	104	110	95%
Decline to state	3	110	3%
<b>Gender Identity</b>	<b>#</b>	<b>Total</b>	<b>%</b>
Male/Man/ Cisgender	31	122	25%
Female/ Woman/ Cisgender Woman	86	122	70%
Transgender Male	0	122	0%
Transgender Woman	1	122	1%
Questioning/ unsure	0	122	0%
Genderqueer/ Nonconforming	0	122	0%
Indigenous gender identity	0	122	0%
Another gender identity	0	122	0%
Decline to state	4	122	3%
<b>Sexual Orientation</b>	<b>#</b>	<b>Total</b>	<b>%</b>
Gay, lesbian, homosexual	0	104	0%
Straight or heterosexual	87	104	84%
Bisexual	0	104	0%
Decline to state	15	104	14%
Queer	0	104	0%
Pansexual	0	104	0%
Asexual	0	104	0%
Questioning or unsure	2	104	2%
Indigenous Sexual orientation	0	104	0%
Another sexual orientation	0	104	0%
<b>Disability/ Learning difficulty</b>	<b>#</b>	<b>Total</b>	<b>%</b>
Difficulty seeing	8	117	7%
Difficulty hearing or having speech understood	2	117	2%
Dementia	1	117	1%
Developmental disability	0	117	0%
Physical/ mobility disability	0	117	0%
Chronic health condition	0	117	0%
Learning disability	3	117	3%
I do not have a disability	86	117	74%
Another disability	1	117	1%
Decline to state	7	117	6%
<b>Veteran</b>	<b>#</b>	<b>Total</b>	<b>%</b>
Yes	2	122	2%
No	116	122	95%
Decline to state	2	122	2%

APPENDIX 1: BUDGET WORKSHEET

**San Mateo County Behavioral Health & Recovery Services Budget Worksheet**

**A. Expenditures**

**1. Personnel Expenditures** *add additional rows as necessary*

a. Employee Salary - list all employees	Title	Salary	% of time	Yr. 1	Yr. 2
i. Executive Director, salary, % of time					
ii. Employee 1, title, salary, % of time					
iii. Employee 2, title, salary, % of time					
iv. Employee 3, title, salary, % of time					
v. Employee 4, title, salary, % of time					
b. Subtotal of all salaries					
Employee Benefits					
i. Part-time benefits					
ii. Full-time benefits					
iii. Subtotal of benefits					
d. Subtotal of Personnel Expenditures					

**2. Operating Expenditures** *add additional rows as necessary*

	Yr. 1	Yr. 2
a. Rent		
b. Utilities		
c. Telephone, cell phones, fax, voicemail		
d. Web/internet (if applicable)		
f. Administrative Expense		
i. General Office Supplies (paper, toner, postage, etc.)		
ii. Janitorial (if applicable)		
iii. Bookkeeping/Accounting		
iv. Staff development (training, conferences, meetings)		
v. Insurance		

**2. Operating Expenditures continued**

	Yr. 1	Yr. 2
--	-------	-------

vi. Equipment maintenance		
vii. Other - describe		
viii. Other - describe		
ix. Other - describe		
x. Other - describe		
g. Subtotal of Operating Expenses		
<b>B. Revenues - if applicable</b>	<b>Yr. 1</b>	<b>Yr. 2</b>
1. Grants		
2. Donations		
3. Other Revenue		
<b>Total Revenue</b>		
<b>C. Start-Up Costs (describe in budget narrative)</b>	<b>Yr. 1</b>	<b>Yr. 2</b>
1.		
2.		
3.		
<b>Subtotal One-Time Start-Up Costs</b>		N/A
<b>D. Total Proposed Operational Budget</b>		

## ENCLOSURE 1

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

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

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

\* \* \*

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

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

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

#### **1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

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

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

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

#### **2. Services to be performed by Contractor**

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

#### **3. Payments**

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



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

#### **4. Term**

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

#### **5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

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

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

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

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

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

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

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

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

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

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

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **a. General Requirements**

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

### **b. Workers' Compensation and Employer's Liability Insurance**

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

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

**c. Liability Insurance**

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

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

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

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

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

**11. Compliance With Laws**

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

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

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

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

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

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

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

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

#### **13. Compliance with County Employee Jury Service Ordinance**

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



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

#### **14. Retention of Records; Right to Monitor and Audit**

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

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

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

#### **15. Merger Clause; Amendments**

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

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

#### **16. Controlling Law; Venue**

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

#### **17. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

#### **18. Electronic Signature**

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

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

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

\* \* \*

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

[CONTRACTOR NAME]

\_\_\_\_\_

Date: \_\_\_\_\_

## ENCLOSURE 2 – STANDARD ADMINISTRATIVE REQUIREMENTS

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

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

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

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

C. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

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

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

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

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

#### 4. Critical Incident Reporting

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

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

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

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

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

a. Office of Inspector General

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

b. California Department of Health Care Services

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



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

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

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

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

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

#### 7. Fingerprint Compliance

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

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

#### D. Cultural Competency

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

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

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

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

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

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

## I. Payment

### 1. Maximum Obligation

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

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

### 2. Rates

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

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

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

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

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

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

**AOD:**

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

**ALL OTHER CONTRACTS:**

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

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

R. County May Withhold

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

S. Inadequate Performance

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

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

T. Claims Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

### **ENCLOSURE 3**

#### **NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE**

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

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

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

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

Sincerely,

Behavioral Health & Recovery Services Contracting Department

## ORDINANCE NO. .

### BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

\* \* \* \* \*

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

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

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

#### **2.88.010 Findings and purpose**

The Board of Supervisors finds and determines:

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



## 2.88.020 Definitions

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

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

#### **2.88.030 Covered Contract Requirements and Certification**

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

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

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

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

#### **2.88.040 Living Wage Rate**

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

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

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

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

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

## **2.88.060 Employee Remedies**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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**DEFINITIONS**

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

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

**OBLIGATIONS AND ACTIVITIES OF CONTRACTOR**

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



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

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

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

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

#### **OBLIGATIONS OF COUNTY**

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

#### **PERMISSABLE REQUESTS BY COUNTY**

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

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

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

#### **MISCELLANEOUS**

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

## ENCLOSURE 7 – ATTACHMENT E

### FINGERPRINTING CERTIFICATION

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

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

\_\_\_\_ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

\_\_\_\_ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

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

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

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

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

\_\_\_\_\_  
Date

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

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

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### **Chapter 2.84 - CONTRACTS-EQUAL BENEFITS**

For the purposes of this chapter:

#### **Sections:**

#### **2.84.010 - Definitions.**

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

#### **2.84.020 - Discrimination in the provision of benefits prohibited.**

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

#### **2.84.030 - Application of chapter.**

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

#### **2.84.040 - Powers and duties of the County Manager.**

#### **2.84.050 - Date of application.**

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

#### **2.84.010 - Definitions.**

state in which the employee is a resident.

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

*(Ord. 4324, 08/15/06)*

**2.84.020 - Discrimination in the provision of benefits prohibited.**

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

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

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

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

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

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

2. The contractor is a sole source;

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

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

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

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

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

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

*(Ord. 4324, 08/15/06)*

#### **2.84.030 - Application of chapter.**

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

*(Ord. 4324, 08/15/06)*

#### **2.84.040 - Powers and duties of the County Manager.**

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

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

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

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

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

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

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

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

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

*(Ord. 4324, 08/15/06)*

**2.84.050 - Date of application.**

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

*(Ord. 4324, 08/15/06)*



**Chapter 2.85 - CONTRACTOR  
EMPLOYEE JURY SERVICE**

**Sections:**

**2.85.010 - Definitions.**

**2.85.020 - Contractor jury  
service policy.**

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

**2.85.040 - Date of application.**

**2.85.010 - Definitions.**

For the purposes of this chapter:

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

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

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

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

*(Ord. 4324, 08/15/06)*

**2.85.020 - Contractor jury service  
policy.**

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

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

(b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

(c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:

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

2. The contractor is a sole source;

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

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

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

(d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.

(e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.

(f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

*(Ord. 4324, 08/15/06)*

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

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

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

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

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

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

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

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

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

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

*(Ord. 4324, 08/15/06)*

#### **2.85.040 - Date of application.**

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

*(Ord. 4324, 08/15/06)*

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

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

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

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

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

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

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

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