

# REQUEST FOR PROPOSALS



## Youth Activities and Mental Health Services

(Funded by the Youthful Offender Block Grant)

RFP Number 2017-001

County of San Mateo Probation Department

Release Date: January 3, 2017

Responses must be Received  
by 4:00 p.m. Pacific Standard Time  
on February 14, 2017

**REQUEST FOR PROPOSALS**  
**FOR**  
**Youth Activities and Mental Health Services**

Interested vendors must register online with the County at  
[www.publicpurchase.com](http://www.publicpurchase.com)

Proposals must be submitted electronically to  
[www.publicpurchase.com](http://www.publicpurchase.com)

**By 4:00 p.m. Pacific Time on February 14, 2017**

**PROPOSALS WILL 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 Record 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.

## TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION.....	4
A. STATEMENT OF INTENT .....	4
B. BACKGROUND.....	4
C. THE REQUEST FOR PROPOSAL PROCESS.....	5
SECTION II – SCOPE OF WORK .....	5
A. DESCRIPTION.....	5
B. REQUIRED MEETINGS .....	8
C. REPORTING REQUIREMENTS .....	9
D. LENGTH OF AGREEMENT .....	10
E. FUNDING .....	10
F. ADDITIONAL REQUIREMENTS/CONSIDERATIONS .....	10
SECTION III – GENERAL TERMS AND CONDITIONS .....	11
SECTION IV – REQUEST FOR PROPOSALS PROCEDURE.....	15
A. TENTATIVE SCHEDULE OF EVENTS.....	15
B. FACILITY WALTHROUGH .....	15
C. SUBMISSION OF PROPOSALS .....	16
D. CONFIDENTIALITY OF PROPOSALS .....	16
E. PROPOSAL EVALUATION .....	17
F. PROPOSAL RECOMMENDATION .....	18
G. NOTICE TO PROPOSERS.....	18
H. PROTEST PROCESS .....	18
SECTION V – PROPOSAL SUBMISSION REQUIREMENTS .....	19
A. GENERAL INSTRUCTIONS .....	19
B. COVER LETTER.....	19
C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP .....	20
D. TABBING OF SECTIONS.....	20
SECTION VI – EXHIBITS.....	24

## **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 one or more provider(s) of programs that promote resiliency, pro-social behavior, and emotional wellbeing for youth in the San Mateo County juvenile detention center, camps, and community probation services. Programs should be documented or verified through an evidence-based or promising practice. The target start date and term for the proposed services is July 2017 through June 2020, subject to negotiation of a final agreement, with evaluation of program progress towards identified goals and objectives on a quarterly basis.

### **B. BACKGROUND**

The Institutions Division (Division) of the Probation Department protects the public by operating safe, humane, and cost-effective facilities and community supervision of youth in the juvenile justice system. The Division provides custody and programming designed to help youth make positive and healthy choices when they return to the community.

The Institutions Division operates three residential options for court-involved youth.

- Youth Services Center: This juvenile detention facility contains an admissions unit, seven living units, a kitchen and dining room, a health and dental clinic, a fully accredited school, and a gym and outdoor recreation area. The capacity of the Center is 180 youth, with an average daily population of 81 in fiscal year 2015-16.
- Camp Kemp: Opened in December 2006, the Margaret J. Kemp Camp for Girls provides a residential setting for girls for the provision of gender-responsive programming. Programming is provided to girls who are currently incarcerated and those who have been released. The Camp is a collaborative program involving intensive mental health services and programs designed to address serious behavior problems and girls' histories of trauma and substance abuse. The capacity of the Camp is 30 youth, with an average daily population of 6 for fiscal year 2015-16.
- Camp Glenwood: Established in 1961, the Camp serves high-risk boys who are facing extended detention in the Youth Services Center. Located about 30 miles south of San Mateo in La Honda, the Camp provides a structured residential setting with services addressing the boys' serious issues around education, behavior, family, substance abuse, and gangs. The capacity of the Camp is 30 youth, with an average daily population of 21 in fiscal year 2015-16.

**Mission:** The mission of the San Mateo County Probation Department is to enhance community safety, reduce crime, and assist the victims of crime through offender accountability and rehabilitation.

**Vision:** The vision of the San Mateo County Probation Department is to be a proactive and innovative agency which facilitates positive changes in offenders' behaviors that reduce recidivism and foster a law-abiding lifestyle.

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

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

## **SECTION II – SCOPE OF WORK**

### **A. DESCRIPTION**

This Request for Proposals is for evidence-based or promising practice youth programs that promote resiliency, pro-social behavior, and emotional wellbeing as well as decrease youth involvement in the juvenile justice system. The purpose of the RFP process is to identify and select one or more community-based organizations that will best meet the needs of the County's youth and families. All services will take place in the three venues referenced above: The Youth Services Center, Camp Kemp, and Camp Glenwood.

These services reflect San Mateo County's Shared Vision 2025 by ensuring that the County's neighborhoods are safe and provide residents with access to quality healthcare and seamless services.

Applicants may submit proposals for one or more of the following:

- ❖ Behavioral Health (Mental Health/Substance Use)  
Individual and/or group mental health counseling by Marriage and Family Therapists, Licensed Clinical Social Workers, or interns supervised by licensed therapists.

Provide both individual and group Alcohol and Drug Intervention. Individual and/or group substance use counseling. A Certified, or Registered, Drug and Alcohol Counselor shall provide group skills and counseling focusing on

solutions, relapse prevention, potential harm reduction and abstinence. *Services should focus on* prevention and intervention strategies of drug and alcohol use and include role playing and cognitive reasoning.

❖ Prosocial Skills

Provide services that promote the development of pro-social skills and decision making. Programming should focus on developing youths' strengths in the areas of health, education, and employment readiness. Services may include (but are not limited to): legal education, healthy relationships (relationship education), and mentoring/case management. Programming will also include transitional services and community contacts for youth upon re-entry to their community. Specific examples of potential programs are outlined below.

Health

Programs that allow youth to engage in physical activity that teaches youth about health choices and productive ways to improve their physical health and appropriately deal with and manage stress.

Education

Programs that provide tutoring to assist youth with academic success. Programs that provide case management and assist youth with the process of re-entering school within their respective communities. These services should include (but are not limited to): ensuring youth are connected with a school immediately following discharge, ensuring all coursework completed is transferred back to the school, connecting youth with appropriate resources to promote successful re-entry.

Vocational

Programs that provide opportunities for youth to learn marketable skills for future employment. These services should include comprehensive youth employment and training programs and focus on career coaching, vocational assessments, technical training, job search guidance/training, supportive services as well as training on appropriate professional etiquette.

❖ Emotion Regulation/Coping Skills

Programs that help youth understand emotion regulation and coping skills. These programs should include psychoeducation on feelings and emotions as well as give youth substantial opportunity to apply/practice coping skills. Examples of coping skills may include: meditation, mind body awareness, yoga, creative arts, and art therapy.

❖ **Gang Prevention & Intervention**

Provide services focused on understanding the dynamics of gangs, decision making and developing pro-social and conflict resolution skills, as well as how to exit from a gang. Programming will also include transitional services and community contacts for youth upon reentry to their community.

❖ **Human Trafficking (Services for Commercially and Sexually Exploited Youth)**

Programs that raise awareness and provide information to address recruitment, transportation, and harboring of youth by means of threat, use of force or other forms of coercion concerning sexual exploitation and labor trafficking. Programs should be survivor-lead and trauma-informed. Preference will be given to organizations who can implement programs that are conducting research to establish efficacy (i.e., My Life My Choice, Ending the Game).

❖ **Family Therapy**

Provide counseling sessions to incarcerated youth and their families for the purpose of increasing family cohesion, engagement and coping skills. Provide education to family members about the juvenile justice system and the status of their youth in the juvenile hall.

❖ **Re-entry**

Provide re-entry services and aftercare programs such as professional case managers, mentors, and/or employment opportunities to youth who are exiting custody from the Camps and Juvenile Hall. Programming should also focus (at a minimum) on family/guardianship connections, educational assistance, vocational training, employment assistance, substance use interventions, and housing support and assistance for youth who cannot live with relatives and are transitioning to adulthood. In addition, programming should be individualized to assist with developmental asset deficits.

Preference will be given to service providers who have capacity to deliver trauma-informed and culturally responsive services.

## B. REQUIRED MEETINGS

Location	Meeting	Frequency/Length	Purpose (if applicable)
Camp Kemp	Multi-disciplinary Team	1x week/1-1.5 hours	Discuss cases in collaboration with other clinical staff
	Clinical Team	1x week/1 hour	Discuss cases in collaboration with other clinical staff
	Leadership	1x monthly/1 hour	Meeting with other clinical staff and manager
	Logistics	1x monthly/1 hour	Discuss any issues that may be occurring during the program; Plan trainings and team building
	Court	2x every month/3-4 hours	Preconference with the judge to discuss the youth in detail
	Steering	1x every other month/1.5 hours	Discuss overall programming, ensure staff and service providers have what is needed to provide services
	Team Building	Quarterly/4-6 hours	Discuss what can be done collectively to offer the best services and have better understanding of roles
	Orientation/Transition	As needed	Discuss program and expectations with parents and youth
	Training	Quarterly	Training on various topics related to youth
	Family Night	1x every other month/3 hours	Probation staff, service providers, youth, and family enjoy evening of activity and dinner
Camp Glenwood	Multi-disciplinary Team	1x week/1-1.5 hours	Discuss cases in collaboration with other clinical staff
	Court	4x every other month/3-4 hours	Preconference with the judge to discuss the youth in detail
	Family Night	1x every other month/3 hours	Probation staff, service providers, youth, and family enjoy evening of activity and dinner



## C. REPORTING REQUIREMENTS

All programs funded through this Youth Offender Block Grant (YOBG) funding stream are required to participate in an annual evaluation, with two main components:

### 1. Units of Service (Program Level Data)

Units of service data help the department understand programmatic impacts on youth. Grantees are required to collect (at a minimum) the following individual client-level data on all program participants receiving direct services through the YOBG funding stream. Grantees are also required to submit this data to Probation on a quarterly basis.

Youth Demographics	Program Data
Gender	Program entry date
Date of Birth	Program exit date
Zip code of residence	Date(s) of service
Race	Length of service (hours per meeting)
Ethnicity	Type of service (e.g. individual counseling, group counseling, mentoring, workshops, case management, etc.)

### 2. Child Adolescent Needs and Strengths (CANS)

The *Child Adolescent Needs and Strengths (CANS)* survey is a multi-purpose tool developed for children's services to support decision-making including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS consists of multiple items scored on a 4-point scale (0 to 3, with a score of 2 or 3 indicating an actionable need) and grouped into stand-alone modules—e.g., Risk Behaviors, Strengths, Behavioral/Emotional Needs, Trauma. Each program typically completes a unique set of CANS items and modules according to the specific fit with their programs and clientele. Community-based organizations must administer the CANS once (at intake) and at six-month intervals until the youth is discharged from the program for all youth enrolled in their YOBG funded programs who receive at least four service contacts.

There is no cost to use the CANS; however, there is a training component that all providers must complete prior to administering to program participants. Providers administering the CANS are required to undergo training and become certified. San Mateo County will provide one training in 2017 in which all selected programs will be given the opportunity to train staff on how to administer this survey. In general this training takes one-day, with an annual recertification process. For information on the CANS please visit <http://praedfoundation.org>. If

your program has staff already trained on the CANS, please identify them in the corresponding section of Exhibit E.

**D. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for three (3) years, with the term tentatively to begin July 2017 and end June 2020.

**E. FUNDING**

The total amount of funds available for these services is \$460,000 per year. Probation shall determine with selected providers the facilities for delivery of services. Agencies applying for more than one service may submit one proposal to include multiple services. Applicants may request all or a portion of funds. The Probation Department anticipates making multiple awards with the available funds.

**F. ADDITIONAL REQUIREMENTS/CONSIDERATIONS**

1. Fingerprinting/Background Checks

Selected contractor(s) will be subject to fingerprinting requirements and background checks.

2. Living Wage Ordinance

On November 1, 2016, the San Mateo County Board of Supervisors approved a five-year pilot program establishing a living wage of \$14 per hour effective January 1, 2017 and increasing up to \$17 per hour by July 1, 2019 for all service contractors and subcontractors doing business with the County.

The San Mateo County Living Wage Ordinance (LWO) requires that contractors and subcontractors providing services to the County shall pay “covered employees” — any employee permanently or temporarily employed by a contractor or subcontractor to provide services under a covered contract — as defined by the LWO, no less than the Living Wage, which 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

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

The LWO also requires that contractors and subcontractors 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 the completion or termination of the covered contract.

Proposers are encouraged to read the full text of the LWO found here: <http://sanmateo.siretechnologies.com/sirepub/agdocs.aspx?doctype=agenda&itemid=25125>

All proposers are required to verify that they will comply with the requirements of the LWO in their Statement of Compliance with County Contractual Requirements (see Section V D, TAB 9). Failure to comply with the LWO shall constitute a material breach of the terms of the covered contract.

### **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.** Submit all questions relating to this RFP to the designated questions field associated with this RFP at [publicpurchase.com](http://publicpurchase.com); instructions are provided in Exhibit A.

All questions must be received no later than 4:00 p.m. on January 17, 2017.

All questions and responses will be posted to [publicpurchase.com](http://publicpurchase.com).

If changes to the RFP are warranted, they will be posted to the [publicpurchase.com](http://publicpurchase.com) website. It is the responsibility of each proposer to check the website 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:

January 10, 2017  
10:00 a.m. to 1:00 p.m.  
Youth Services Center: Training Room  
222 Paul Scannell Drive  
San Mateo, CA 94402

During the Proposer Information Conference, the County may respond to questions received prior to 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 [publicpurchase.com](http://publicpurchase.com) 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 [publicpurchase.com](http://publicpurchase.com) website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

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

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

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

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

**Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County 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.

**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 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.** If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

**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**

EVENT	DATE
Release Request for Proposals	January 3, 2017
Proposer’s Conference	January 10, 2017
Facility Walkthrough	January 11-12, 2017
Questions Submitted to County Deadline	January 17, 2017
Release Responses to Questions	January 31, 2017
Proposal Deadline	February 14, 2017
Formal Review of Proposals <sup>(1)</sup>	March 8-9, 2017
Proposal Clarification Meetings <sup>(1)</sup>	March 20-31, 2017
Award Letter Notifications <sup>(1)</sup>	March 31, 2017
Protest Letter Deadline <sup>(1)</sup>	April 7, 2017
Recommendation to Board of Supervisors <sup>(1)</sup>	June 27, 2017

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

**B. FACILITY WALTHROUGH**

All interested parties are invited to participate in a tour of the facilities to be held as follows. Tours are by appointment only. To schedule an appointment please contact Ashnita Triolo at [ATriolo@smcgov.org](mailto:ATriolo@smcgov.org).

Camp Glenwood January 11, 2017 1:00 p.m. to 2:30 p.m. 400 Log Cabin Ranch Road La Honda, CA 94020	Camp Kemp January 11, 2017 3:30 p.m. to 5:00 p.m. 400 Paul Scannell Drive San Mateo, CA 94402	Juvenile Hall January 12, 2017 3:00 p.m. to 4:30 p.m. 222 Paul Scannell Drive San Mateo, CA 94402
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### C. SUBMISSION OF PROPOSALS

**Provider/Service Provider Registration:** Providers/service providers interested in responding to this RFP must register online with the County of San Mateo at [www.publicpurchase.com](http://www.publicpurchase.com). The County will not be held responsible or liable for registration errors.

**Proposal:** The RFP response will be submitted electronically to [www.publicpurchase.com](http://www.publicpurchase.com) (see Exhibit A for Vendor Registration Instructions) AND twenty (20) hard copies delivered to Ashnita Triolo, Management Analyst at the County of San Mateo Probation Department located at 222 Paul Scannell Drive, San Mateo, CA 94402 by 4:00 p.m. Pacific Standard Time on **FEBRUARY 14, 2017.**

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures) of the [publicpurchase.com](http://publicpurchase.com) system.

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.

### D. 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.

#### **E. 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:

- Qualifications and experience of the entity, including capability and experience of key personnel
- Experience with other public or private agencies to provide these services (See Exhibit B)
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization

- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

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.

#### **F. 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.

#### **G. 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.

#### **H. 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 Management Analyst as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal

(for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

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

Ashnita Triolo, Management Analyst  
[atriolo@smcgov.org](mailto:atriolo@smcgov.org)

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

The proposal should be submitted in the following format:

### **A. GENERAL INSTRUCTIONS**

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to the County via [www.publicpurchase.com](http://www.publicpurchase.com) per the instructions found on the [publicpurchase.com](http://publicpurchase.com) website.

Submit twenty (20) hard copies of your proposal and any required attachments to:

Ashnita Triolo, Management Analyst  
County of San Mateo Probation Department  
Youth Services Center  
222 Paul Scannell Drive  
San Mateo, CA 94402

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

### **D. TABBING OF SECTIONS**

#### **TAB 1 Qualifications and Experience (2 pages max + Submission of Exhibit B)**

- 1) Provide a statement of qualifications for your organization, including an organization chart (**1 page max**), a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) In Exhibit B, please list all contracts serving at-risk or justice involved youth over the past 3 years (Item 1) and all current contracts and commitments (Item 2). If you failed or refused to complete a contract, please provide details (Item 3).
- 5) In Exhibit B (Item 4) list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training (certifications for evidence-based programs), and any professional certifications and/or licensing.

#### **TAB 2 Philosophy and Service Model (3 pages max + Exhibit C):**

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 any promising practices/evidence-based practices (EBP) your organization plans to implement to meet the requirements for this RFP. Please include the name of each curriculum/intervention that will be implemented.
- 2) List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).
- 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) Please complete Exhibit C, being sure to identify all direct services provided through your program, including projected hours and clients for each. These must be consistent with your Project Budget (Exhibit D).

**TAB 3 Protocols for Addressing Concerns (1 page max):**

- 1) In the event of a routine problem, who is to be contacted within your organization?
- 2) 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 (1 page max):**

- 1) List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

**TAB 5 Cost Analysis and Budget for Primary Services (1 page max + Exhibit D):**

- 1) Provide a detailed explanation for all costs associated with your providing the requested services if you are selected. Please complete the budget form for each fiscal year (Exhibit D).
- 2) Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.
- 3) Include start-up costs, if any.

**TAB 6 Cooperative Purchasing:**

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

**TAB 7 Quality/Program Evaluation (1 page max + Exhibit E):**

- 1) Describe how your agency/organization currently uses data to inform your work with clients.
- 2) Describe your organizations current capacity to successfully collect the required data specified in Section II C (See Exhibit E).

**TAB 8 References (1 page max):**

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

**TAB 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's Living Wage Ordinance (see Section II F., Item 2)
- 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.

## **SECTION VI – EXHIBITS**

### **Exhibit A: Vendor Registration Instructions**

#### **1. Register with Public Purchase:**

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.*

You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know your account is activated.

Be sure and **add this email address to your contacts** to avoid the bid notification emails being sent to your junk folder.

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

**If you have previously registered with Public Purchase, please proceed directly to step 2.**

#### **2. Register with an Agency:**

A. Once you have received your activation email from Public Purchase **log into** [www.publicpurchase.com](http://www.publicpurchase.com) and accept the terms and conditions of use.

B. **Click on the "Tools" tab, Click on the "Agencies" tab.** (Agency tab in bar under tools)

C. This will take you to the agency search page. In the agency name box type in **San Mateo**. Leave the "new agency since" box blank. Make sure Registration Status says "ALL". **Click on "search"** this will bring up the agency below, to the far right of it you will see "view" and "Register" **click on the "Register"** link to complete the vendor registration with the agency.



**Exhibit B: Applicant's Statements**

1. List contracts completed in last three years with at-risk youth and/or youth on probation.

<b>Year</b>	<b>Contracting Agency</b>	<b>Type of Service</b>	<b>Location</b>	<b>Amount</b>

2. List contracts, or other commitments (e.g. consulting arrangements), currently in force.

<b>Year</b>	<b>Contracting Agency</b>	<b>Type of Service</b>	<b>Location</b>	<b>Amount</b>

3. Provide details of any failure or refusal to complete a contract.

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4. Provide professional qualification for each individual that would be assigned to provide services requested in this RFP.

Personnel Name	FTE/Salary	Applicable Degrees (Degree/Year /Institution)	Professional Licenses/ Certifications for EBP

**Exhibit C: Clients and Services Form**

Please complete the following questions about your proposed services and clients

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1. Please tell us about your program, identifying the following:
  - a. The specific types of services you will provide. Be sure to indicate any use of curriculums/interventions you will implement that are evidence-based.
  - b. Where will these services be provided? Indicate geographical location as well as site.
  - c. What is the expected timing of these services? (i.e., when will they begin and end, how frequently will they be provided, year-round vs. school-year etc.)

2. Please tell us about your target client population, including client characteristics and numbers you plan to serve.

3. Please complete the following for each direct service provided:

<b>Direct Service Type</b>	<b>Program Component</b>	<b>Staff Member(s) Providing</b>	<b>Number of Projected Hours</b>	<b>Number of Projected Clients</b>

## Exhibit D: Budget Allocation

### INSTRUCTIONS

*This document (Exhibit D) provides instructions and budget forms required for RFP Number 2017-001: Youth Activities and Mental Health. Please follow the instructions below in completing the Budget Template. You will be asked to provide costs for each direct service component, indirect service component, and direct operating costs for each fiscal year. A sample completed budget is provided for illustration. **Please double-check your math! Formulas are provided for ease of calculation but it is the submitters' responsibility to ensure that all numbers are accurate!***

#### **Getting Started**

1. Download the excel templates. These instructions are also included in the spreadsheets.
2. Go to the *Budget Template* tab. Enter the name of your program at the top. [Tip: Save your file with a different file name to preserve a blank template.]

#### **Section A. Direct Personnel Costs**

*General: Each line item consists of a direct service component of your program (e.g., "individual counseling"). The amount for each line item is automatically calculated as the product of the number of staff, the dollar rate (per hour per staff member), and the number of projected hours. You will be asked to project the number of clients served and hours of service provided for each fiscal year (FY).*

3. Enter each of your **service components** in column A (these should match the services identified in Exhibit C).
4. Enter the **number of staff** required to provide the service (i.e., how many staff are needed to provide a single hour of service). This is not the number of individual staff members providing the service at your program or agency. For example, you may employ 6 counselors in your program, but only 1 is needed to provide a single hour of individual counseling; thus, "1" should go in column 2. Similarly, a group service may always require 2 or 3 staff to provide each hour, so you would enter 2 or 3 in column B.
5. Enter the dollar **rate for a single staff member** in column C (this rate will be multiplied by the number of staff). If two or more staff members are needed to provide the service and they have different rates, please provide the average rate.
6. In column E, enter the **number of projected clients** and **number of projected hours** for FY18 in the cells indicated. Repeat for FY19 (column F) and FY20 (column G).

7. Check that the service component subtotals (rows 8, 11, 14, etc.) are calculating correctly. Check that the project total column (H) is correct. Check that your direct personnel costs subtotal (row 30) is correct.
8. Indirect costs will only be applied to section A and are limited **to a maximum of 10%**. Please enter your indirect cost rate (if any) in column C, row 31. Please make sure this shows up as a percentage and that the amounts are calculating correctly in row 31, columns E-G. Double-check that your direct personnel costs total (row 32) is correct.

### **Section B. Indirect Personnel Costs**

*General: This section is intended for indirect services that support your direct services (e.g., data collection and evaluation, supervision, etc.). The amounts are calculated in the same way as Section A (i.e., the product of the number of staff, the dollar rate and the number of projected hours). In this section, however, you will not be asked to project number of clients.*

9. Enter the indirect services component in Column A. Note that "Data Collection and Evaluation" is already entered in row 36.
10. Following the instructions 4-7 above, enter the number of staff, rate and projected hours for each indirect services line item. Check that all subtotals and totals are correct.

### **Section C. Direct Operating Costs**

*General: This section is intended for direct costs of operating your program (e.g., food, supplies, other materials, etc.).*

11. Enter the description of each direct cost component in column A.
12. Enter the total budget amount for each fiscal year in columns E-G. Check that totals are calculating correctly.

### **Total Program Budget**

13. Check that totals from sections A, B and C above are carried down correctly into rows 53-56. Check that your total program budget is correct.

### **Other Notes**

**If you need more rows in a section, please be aware that altering the template will likely affect the auto-calculation formulas. Do not change the general structure of the budget (i.e., do not add new sections or change the way amounts are determined). Again, please make sure that you double-check all calculations and ensure your numbers are correct before submitting.**

**Exhibit E: Statement of Capacity to Collect Data**

1. List method(s) by which your agency currently tracks Units of Service (Program Level Data). This may include databases and/or software.

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2. Please list any staff currently trained to a.) administer the CANS with youth b.) train staff how to administer the CANS with youth.

Personnel Name	Training Level (Check One)	Certification Date
	<input type="checkbox"/> Trained <input type="checkbox"/> Super Trainer	
	<input type="checkbox"/> Trained <input type="checkbox"/> Super Trainer	
	<input type="checkbox"/> Trained <input type="checkbox"/> Super Trainer	
	<input type="checkbox"/> Trained <input type="checkbox"/> Super Trainer	
	<input type="checkbox"/> Trained <input type="checkbox"/> Super Trainer	

**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
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**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 [write out amount] (\$Amount). 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 [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

**5. Termination**

This Agreement may be terminated by Contractor or by the [Title of County Department Head] 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**

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

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.

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.

#### **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**

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:

For Contractor: [**SERVICE PROVIDER COMPANY NAME**]

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

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

**COUNTY OF SAN MATEO**

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:



**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms: