



**County of San Mateo**

**Request for Proposals (RFP) for**

**Adult and Older Adult Full Service Partnership Services**

**RFP No. 2023-001**

Date issued:	July 28, 2023
Questions due:	August 16, 2023 at 5:00 PM
Pre-Proposal Conference:	August 16, 2023 at 1:30 PM – 2:30 PM
Proposal due:	September 7, 2023 at 4:00 PM

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**ENCLOSURES**

Enclosure 1 - Standard Terms and Conditions, Sample  
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Enclosure 3 - Living Wage Ordinance  
Enclosure 4 - HIPAA Requirements  
Enclosure 5 - NOT USED  
Enclosure 6 - NOT USED  
Enclosure 7 - Fingerprinting certification if applicable  
Enclosure 8 - Chapters 2.84 and 2.85 if applicable  
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Enclosure 10 – Attachment I – 504 Compliance

## **I. Introduction and Schedule**

### **A. GENERAL**

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi<sup>2</sup> and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

The County Health, Behavioral Health and Recovery Services (BHRS) department provides services for residents who are on Medi-Cal or are uninsured including children, youth, families, adults and older adults, for the prevention, early intervention, and treatment of mental illness and/or substance use conditions. BHRS is committed to supporting treatment of the whole person to achieve wellness and recovery, and promoting the physical and behavioral health of individuals, families and communities we serve.

BHRS is soliciting proposals from qualified and interested providers for Adult Full-Service Partnership (FSP) programs. FSP programs provide comprehensive, intensive community-based behavioral health services to the highest risk adults and highest risk older adults/medically fragile adults with a severe mental illness in San Mateo County.

BHRS is issuing Request for Proposal (RFP) No. 2023-001 for Adult and Older Adult Full Service Partnership Services.

FSP services are funded by the California Mental Health Services Act (MHSA), selected FSP Provider(s) will work with BHRS staff to implement these services in accordance with MHSA requirements.

## B. SCHEDULE

*\*Dates are subject to change*

<b>RFP Released</b>	July 28, 2023 PST
<b>Deadline for Questions, Comments and Exceptions</b>	August 16, 2023 at 5:00pm PST
<b>Pre-Proposal Conference</b>	August 16, 2023, 1:30pm – 2:30pm PST  RSVP to <a href="mailto:lhua@smcgov.org">lhua@smcgov.org</a> no later than August 14, 2023 if you plan to attend and to receive a meeting invite emailed directly to you.
<b>Release date for Final Questions &amp; Answers</b>	August 25, 2023
<b>Proposal Due Date and Time</b>	<b>September 7, 2023 by 4:00pm PST</b>
<b>Evaluation of Proposals*</b>	Week of September 11, 2023
<b>Interviews (if necessary)*</b>	TBD
<b>Notification of Funded Proposals*</b>	September 22, 2023
<b>Protest Deadline*</b>	September 29, 2023
<b>Submission to County Board for approval*</b>	TBD
<b>Service Start Date*</b>	TBD

## II. Scope of Work

### A. INTRODUCTION

The Behavioral Health and Recovery Services (BHRS) Adult and Older Adult Full-Service Partnership (FSP) programs provide comprehensive, intensive community-based behavioral health services to the highest risk adults and highest risk older adults/medically fragile adults with a severe mental illness in San Mateo County.

The purpose of these programs is to assist client/members to achieve independence, stability and wellness within the context of their cultures, and communities. Adult FSP services will be based on clients' individual needs and goals, with a commitment to do "whatever it takes" to help them progress toward recovery, health, and well-being. Services aim to help clients increase their ability to function at optimal levels, decrease homelessness and incarcerations, and reduce unnecessary medical and psychiatric urgent care and emergency room visits and hospitalizations.

### Values and Principles

- a. Community Based: Community-based services are those that foster the greatest independence in the least restrictive, most accessible, familiar setting. Community-based services are also those which are offered to clients where they live, work, or recreate.
- b. Client Participation: client participation is voluntary.
- c. Integrated Care: Services will ensure that mental health and substance use treatment are integrated to meet the needs of clients with co-occurring disorders. Substance use needs are to be identified and addressed as soon as possible and appropriate treatment and/or referrals provided that are tailored to the clients' unique needs and engage families and the community as appropriate.
- d. Whole Person Care: Services will use a whole person care model of treatment, as opposed to a medical model, meaning health and wellness are based on the well-being of the whole person, including all areas that contribute to wellness, such as emotional, financial, social, spiritual, occupational health.
- e. Cultural Responsiveness: Services will implement culturally responsive approaches to reduce stigma associated with seeking behavioral health services, develop protective factors and improve behavioral health and quality of life outcomes of diverse clients.
- f. Trauma-Informed: Services will incorporate all six key principles of a trauma-informed approach: safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.
- g. Recovery Oriented: Services are to be recovery based and guided by an individualized plan developed between client and staff. Staff will employ a variety of supportive and recovery techniques to encourage clients to assume responsibility for their own wellness and recovery.
- h. Lived Experience: Persons with lived experience with mental illness or substance use are actively recruited for staff positions so as to incorporate the client perspective throughout the agency. Efforts will be made to develop specific positions for persons with lived experience.
- i. Peer Supports: clients are provided self-help and peer support opportunities.
- j. Family Engagement: Services will integrate client's family members or other supportive people into treatment whenever possible when the client consents to their involvement.

Clients will be given ongoing opportunities to choose which family members or other supportive people, if any, they would like to be involved.

- k. Advisory Board: clients will be encouraged to have an active role in making decisions about program operations through an advisory board or similar structure. Substantive changes in program structure and service operations will be communicated back to clients via the FSP governing board or other communication method.

## **Program Goals**

- a. Divert seriously mentally ill (SMI) complex clients from the criminal justice system and/or acute and long-term institutional levels of care (locked facilities) so that they can succeed in the community with sufficient structure and support.
- b. Offer “whatever it takes” approach to engage complex adults and older adults with SMI in a partnership to achieve their individual wellness and recovery goals.
- c. Utilize culturally responsive and alternative models of care, which may increase the likelihood of positive behavioral health outcomes for culturally diverse clients .
- d. Maximize use of community resources as opposed to costly crisis, emergency, and institutional care.
- e. Implement best practice strategies for housing, employment, education, recreation, socialization, peer support and self-help that will engender increased collaboration with those systems and sectors.

## **Priority Outcomes**

- a. Increased stable housing
- b. Reduced criminal justice involvement
- c. Reduced utilization of psychiatric facilities
- d. Increased social connectedness
- e. Improved quality of life
- f. Increased meaningful use of time and sense of purpose (e.g., employment, volunteering, education)

## **B. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for 2 years, with the term tentatively to begin January 2024. In addition, the County will have one (1) option to extend the agreement term for a period of two (2) years, which the County may exercise in its sole, absolute discretion, pending program evaluation, availability of funding, and division approval.

## **C. FUNDING**

The anticipated amount of funding for the program’s first fiscal year (FY) 2023-24 is up to \$10,462,297 for a total of 375 FSP client slots and 7.5 FSP Teams (50 clients/team), as described in Paragraph G.6. of this RFP. The total cost available per FSP Team serving 50 clients is \$1,394,973, including all direct and indirect costs and services associated with the FSP services. The maximum percentage allowed for indirect costs is 15%.

There will be an additional annual Flexible Funding total pool of \$3,000 per FSP client available for FSP Provider(s) to draw down as needed for additional support services as described in Paragraph E.18 of this RFP. This is a separate funding amount that will be made available to awarded FSP Providers for client needs.

The program funding available for this RFP does not include the costs of FSP Housing, with the exception of services focused on client supports (e.g., housing navigation and locator services, application assistance, moving supports, and housing maintenance). See Paragraph E.10. of this RFP for further information. Funds for housing costs will be made available separate from this RFP.

More than one agency may be selected to provide these services and funding will be based on number of FSP Teams proposed and subsequently awarded.

Funding for subsequent years is contingent upon funding availability, program evaluation, and division approval.

### **C. POPULATION TO BE SERVED**

The FSP program will be open to adults and older adults meeting the population criteria described below, however special consideration is directed towards historically underserved populations including but not limited to Asian-American, Native Hawaiian and Pacific Islander, Latinx and African American populations.

Adults with Serious Mentally Illness (SMI) served by the FSP will often present with histories of hospitalization, institutionalization, substance use, are not engaged in medication treatment, and have difficulty in participating in structured activities and living independently. Some individuals may have histories of assaultive behavior. It is possible that many clients may have resided in long term care facilities for extended periods. For some of these individuals, patterns of service have relied almost exclusively on emergency and institutional care. Others have bounced in and out of every type of service without improved outcomes.

Older adults with SMI will often present with cognitive difficulties and medical comorbidities. Some SMI adults and older adults may be medically fragile. This group of clients may have resided in long term care facilities for extended periods or be at risk of placement. The program will serve as a step-down program for acute care, locked placements, and skilled nursing facilities in order to avoid prolonged institutional placements that often hasten the loss of an individual's sense of wellness, independence, and overall quality of life.

#### **1. Populations to be Served**

- a. Individuals whose SMI and the complex nature of their diagnoses and medical or other concerns result in frequent emergency room visits, hospitalizations, and homelessness that puts them at risk of incarceration or institutional placement.
- b. Individuals who meet the Assisted Outpatient Treatment (AOT) eligibility criteria.
- c. Adults with SMI who may be disengaged from services and have a history of not following through with treatment for their mental illness, have previously refused treatment and are challenged to live safely and stably in the community.
- d. Adults with SMI, and possibly substance use issues and current incarceration, and for whom early discharge planning and post-release partnership structure and support may prevent recidivism and/or re-hospitalization.
- e. Adults with SMI, often co-occurring substance use, currently placed in locked MH facilities; the FSP will explicitly target individuals living in sub-acute locked facilities located outside the county as a step-down, enabling them to return to their community.

Many of these individuals will have behavioral problems that have caused them to be viewed as “difficult” IMD residents.

- f. Older adults with SMI who are medically fragile and may have additional complex issues are at risk of institutionalization or currently institutionalized and who, with more intensive supports, could live in a community setting.

## **D. ELIGIBILITY CRITERIA**

The BHRS FSP Review Committee oversees the referral and authorization process and the process of clients transitioning to a different level of care in collaboration with the FSP provider. Clients will be referred for FSP services based on acuity and need for intensive level community-based services. BHRS FSP Review Committee will determine eligibility by assessing and determining appropriate medical necessity by age criteria and core focal population criteria. Clients will be randomly assigned to an FSP Team and there will not be a separate FSP team comprised solely of AOT-eligible clients.

### **1. Medical Necessity by Age Criteria**

- a. Eligibility criteria for beneficiary access to Specialty Mental Health Services is divided by age group.
  - i. Category 1 is 18 to 21 years of age
  - ii. Category 2 is 21-years and older
- b. *Clients must meet either Category 1 or Category 2 and the Core Focal Population Criteria as described in items 2-4 below.*

### **2. Category 1 (ages 18-21)**

Clients must be between 18 to 21 years old and meet the following criteria:

- a. The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

*OR*

- b. The beneficiary meets both of the following requirements in items i) and ii) below:
  - i. The beneficiary has at least one of the following:
    - 1) A significant impairment
    - 2) A reasonable probability of significant deterioration in an important area of life functioning
    - 3) A reasonable probability of not progressing developmentally as appropriate.
    - 4) A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.
  - ii. The beneficiary’s condition as described in subparagraph (2.b.i) above is due to one of the following:
    - 1) A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental

Disorders 6 and the International Statistical Classification of Diseases and Related Health Problems.

- 2) A suspected mental health disorder that has not yet been diagnosed.
- 3) Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the medical necessity by age criteria as described above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

### 3. Category 2 (ages 21 and above)

Client must be above 21 years old and meet the following criteria:

- a. Has a severe mental illness (SMI) (e.g., schizophrenia, bipolar disorder, schizoaffective disorders, or other serious mental health diagnosis resulting in significant impairments to functioning)

*AND*

- b. Meets the medical necessity requirements for specialty mental health services, defined as meeting both items i. and ii. below:
  - i. The beneficiary must have one of the following:
    - 1) Significant impairment (“impairment” is defined as distress, disability or dysfunction in social, occupational, or other important activities)

*OR*

    - 2) A reasonable probability of significant deterioration in an important area of life functioning.
  - ii. The beneficiary’s condition in item i. above is due to:
    - 1) A diagnosed mental health disorder (according to the current Diagnostic and Statistical Manual of Mental Disorders and International Statistical Classification of Diseases and Related Health Problems criteria,
    - 2) A suspected mental disorder that has not yet been diagnosed

### 4. Core Focal Population Criteria

Clients who meet at least one of the following core focal population criteria are eligible for enrollment into the Adult FSP program:

- a. High utilizers of emergency or high acuity behavioral health services, as evidenced by, but not limited to at least one of the following:
  - i. An individual who has had three (3) or more visits to Psychiatric Emergency Services (PES)/Emergency Department due to psychiatric concern in the last 60 days

*AND/OR*

  - ii. An individual with at least two (2) inpatient psychiatric hospitalizations in the last 6 months with the most recent hospitalization in the past 30 days

*AND/OR*

  - iii. Transitioning out of a locked/secure facility (i.e., Mental Health Rehabilitation Center (MHRC), Secured Skilled Nursing Facility (SNF), Jail, or Out of County Placement)

*AND/OR*

- iv. Loss of current support system that would potentially result in hospitalization, incarceration or other form of locked placement without FSP level services based on past history.

*OR*

- b. Justice-involved, including but not limited to:
  - i. An individual currently on probation/parole or qualifies as Unified Re-Entry
  - ii. Service Connect: AB109/ Post-Release Community Supervision (PRCS): Adults exiting prison under PRCS supervised by the Probation Department
    - 1. AB109/MS: Adults exiting jail with a sentence split to include Mandatory Supervision in the community by the Probation Department
    - 2. Unified Reentry: 200 County residents per year exiting jail at moderate or high risk to recidivate (includes Probation, Parole, and no supervision)
    - 3. Parole: a limited number of state parolees may be eligible for Service Connect

*OR*

- c. Assisted Outpatient Treatment (AOT), must meet all of the following:
  - i. 18 years old and over, seriously mentally ill, and a San Mateo County resident
  - ii. Have a history of not following through with treatment for their mental illness resulting in:
    - 1. The person's mental illness has, at least twice within the last 36 months, been a substantial factor in necessitating hospitalization, or receipt of services in a forensic/other mental health unit of a correctional facility

*OR*

- 2. having threatened or attempted a significantly dangerous behavior towards themselves or others at least one time in the past 4 years.

*AND*

- 3. Were previously offered treatment on a voluntary basis and refused it.

*AND*

- 4. Participation in the AOT program would be the least restrictive placement necessary to ensure the person's recovery and stability.

*OR*

- d. Homeless and at risk of homeless who also meet the high utilizers core focal population criteria mentioned above. Homeless and at risk of homeless defined as:
  - i. Homeless:
    - 1. An individual living on the streets
    - 2. An individual living in another location not meant for human habitation (e.g., vehicle, abandoned building, bus/train/subway station, airport, or anywhere outside including the streets)
  - ii. At risk of becoming homeless, as evidenced by, but not limited to, the following:
    - 1. An individual residing in a shelter/interim housing who was homeless prior to living there and will be homeless upon exit

2. An individual who is “doubled up,” “couch surfing,” or otherwise unable to maintain their housing situation and forced to stay with a series of friends and/or extended family members
3. An individual who will be homeless upon release from an institution such as a County jail or a hospital
4. An individual who is unable to meet lease or residential facility requirements, as evidenced by, but not limited to, the following:
  - a) Loss of income that will jeopardize housing in the next 30 days and an inability by the individual to organize a transition to a new housing situation due to symptoms of SMI
  - b) At least two police or crisis response team visits to the individual’s residence due to disturbances caused by symptoms of SMI that are jeopardizing housing stability
  - c) Conflict with peers, neighbors and/or landlord due to symptoms of SMI leading to a potential eviction in the next 30 days
  - d) Inability to pay bills or rent, or to budget, shop and cook without support, leading to negative outcomes and potential eviction in the next 30 days
  - e) Hoarding and/or collecting, property destruction or damage, or other damage to housing facilities leading to potential eviction in the next 30 days (due to SMI)
  - f) An individual with a history of homelessness and the presence of other stressors likely to lead to a return to homelessness, including experiencing a housing transition or disengagement from care

## **E. FSP SERVICE REQUIREMENTS**

Adult FSP programs will provide and/or facilitate provision of integrated mental health, physical health, and substance use services to highly vulnerable individuals with complex needs and/or co-occurring disorders. For those that are homeless, adult FSP programs will help them transition from street to home by providing immediate and ongoing assistance with securing and maintaining housing.

Adult FSP services will be based on clients’ individual needs and goals, with a commitment to do “whatever it takes” to help them progress toward recovery, health, and well-being. Services aim to help clients increase their ability to function at optimal levels, decrease homelessness and incarcerations, and reduce unnecessary medical and psychiatric urgent care and emergency room visits and hospitalizations.

Flex Funds are available to support individuals in their recovery by providing items necessary for daily living and community integration, such as food, clothing, transportation, school books/supplies, employment-related supplies, furnishings, appliances and one-time emergency rental assistance. FSP provider teams must effectively use all of these funds to support individuals in their recovery.

### **1. Minimum Service Requirements:**

At minimum, adult and older adult FSP programs will include the following services:

- a. Outreach, Engagement and Enrollment
- b. Assessment, Diagnosis, and Service Plan
- c. Mental Health Services (including individual therapy and psychiatry services)
- d. Crisis Management and Response Services

- e. Medication Management
- f. Care Coordination
- g. Substance Use Services for Treatment of Co-Occurring Disorders
- h. Housing Services
- i. Peer and Family Supports
- j. Services for Older Adults
- k. Services for Core Focal Population (AOT)
- l. Recovery-Oriented Services (including psychosocial rehabilitation, vocational and educational counseling and assistance)
- m. Additional Supportive Services - Flexible Funding
- n. Program Completion Procedures

## Outreach and Engagement

Outreach is defined as the initial step in connecting, or reconnecting, an individual to needed behavioral health services. Engagement is defined as the process by which a trusting relationship between a service provider and an individual or family is established. The engagement period can be lengthy and depends on the unique needs of the individual. The goal of outreach and engagement is to achieve enrollment for every eligible client referred to the team. FSP teams will be persistent, even relentless, in engaging clients who meet FSP focal population criteria.

The FSP Provider(s) will conduct outreach and engagement to individuals who are referred to their programs within 1-3 business days of receiving a referral. Priority will be made for individuals in an inpatient hospital, emergency room, urgent care center, residential treatment facility, jail, or other institutional setting where discharge is imminent. AOT client engagement will begin within one (1) business day after a referral is made.

- a. FSP teams will use a variety of methods, relentless efforts to locate, and multiple times per week to pursue engagement with clients, including:
  - i. Make at least weekly attempts to locate the individual face-to-face in the field
  - ii. Make repeated contact with friends, family, referring providers, prior providers, community partners, and others who may know of the individual's whereabouts
  - iii. Provide 24/7 contact information and encourage these referring providers, family, friends, and community partners who may see the individual to contact the FSP team if the individual is located
  - iv. Designate an FSP team member available 24/7 to go out to engage the individual immediately if located. This would include clients stepping down from higher level of care such as jail or inpatient units.
  - v. Conduct assertive and immediate follow up if the individual does not present or respond to outreach by making field visits; contacting friends, family, referring providers, and community partners; and reminding others to contact the team immediately if the individual is located
  - vi. Individuals with a history of trauma, who lack insight into their mental illness (i.e., anosognosia), and/or who are paranoid due to symptoms of their mental illness should receive more frequent and varied engagement efforts for a longer period of time
  - vii. Conduct outreach together with other trusted providers, including repeatedly with referring providers to build rapport and pursue an extended "warm handoff" between services
  - viii. Visit face-to-face with the individual at least weekly with different offers of help
  - ix. Invite other FSP team members to visit the individual to encourage engagement

- x. Conduct trauma-informed engagement by assembling an engagement team based on the individual's history and safety needs (e.g., if the individual is known to have fear of male staff, FSP team uses female staff to conduct outreach and engagement)
- xi. Respond to the gender, ethnicity, and language preferences of the client, such as by using a diverse engagement team when the individual prefers this
- xii. Use evidence-based techniques, such as Motivational Interviewing, to build the individual's intrinsic motivation for services
- xiii. Pursue engagement together with the Public Guardian or conservator if the client is conserved. An individual on LPS conservatorship cannot decline behavioral health services recommended by the Public Guardian or conservator, but engagement can be utilized to build motivation for services
- xiv. Utilize Contingency Management intervention
- b. FSP teams will provide outreach and engagement services to individuals residing in the community who are referred and approved for FSP services.
  - i. Outreach and engagement for individuals in the community can last up to 60 days and will entail regular, consistent contact.
  - ii. Outreach and engagement lasting longer than 60 days requires consultation with the appropriate BHRS Clinical Services manager.
  - iii. Adult FSP provider teams will have the ability to provide and/or facilitate receipt of any necessary mental health, physical health or substance use services, and housing desired by individuals during the outreach and engagement process.
- c. FSP teams will provide outreach and engagement services to individuals referred by Licensed Facilities Institutions.
  - i. Institutions include County or fee-for-service (FFS) acute care hospitals; Enriched Residential/Medicaid Institutions for Mental Disease (IMD) Step Downs; Mental Health Rehabilitation Center (MHRC); Locked Skilled Nursing Facility (LSNF); Skilled Nursing Facilities (SNF); State Hospitals (SH); Psychiatric Health Facilities (PHF); Short-Term Residential Treatment Programs (STRTP); Crisis Residential Centers, Social Rehabilitation Centers, and Board and Cares where discharge is imminent.

## Enrollment

If following Outreach and Engagement, the individual is enrolled in FSP services, the provider team will complete enrollment as follows:

- a. Participate in case conferencing regarding the client's eligibility and the course of outreach and engagement with the BHRS Clinical Services Manager
- b. Coordinate with FSP referent as follows:
  - i. Coordinate with referring staff a warm handoff
  - ii. Obtain client histories (i.e., psychiatric history, medical history, legal and treatment history), institutional treatment plans, and medication lists from institution staff as a prerequisite for enrollment
  - iii. Ensure that the client has an adequate medication supply or prescriptions upon program discharge
- c. Provide the BHRS Clinical Services Manager with documentation of its multiple efforts to locate and/or engage the client if client is not engaging with FSP provider
- d. If enrolled from an institution the FSP team will:

- i. Coordinate with staff at the institution on discharge planning, including residential placement, or housing, discharge date, and plans for transportation to new residential setting
- ii. Obtain client histories (i.e., psychiatric history, medical history, legal and treatment history), institutional treatment plans, and medication lists from institution staff as a prerequisite for enrollment
- iii. Ensure that the client has an adequate medication supply or prescriptions upon discharge
- iv. Coordinate on residential treatment with the Public Guardian/conservator for conserved clients.
- v. When indicated by the referring party, FSP team will make contact with the client's parole/probation officer to coordinate services.

### **Assessment, Diagnosis and Service Plan**

Adult FSP provider teams will complete a comprehensive face-to-face initial assessment and Service Plan (Individual Services and Supports Plan) for each individual receiving ongoing adult FSP services. Adult FSP teams will provide services to all clients based on the Service Plan co-developed by the team and each client. The written Initial Assessment will be completed within 60 business days upon receipt of the referral. In special circumstances (as required by the placement agency of the client), the Initial Assessment may have to be completed within three (3) business days upon receipt of the referral.

- a. The Initial Assessment will consist of:
  - i. Mental health initial assessment is composed of review of referral packet, speaking with referral source(s), conducting face-to-face assessment with the client, interview with collateral and/or significant others as needed and completing the Initial Assessment form
  - ii. Mental health initial assessment: history and current status of the individual's mental health; relevant social, cultural, and developmental history; mental health diagnoses with differential diagnoses under consideration
  - iii. Physical health initial assessment: medical history, evaluation of current physical health status plus plans for needed medical follow up
  - iv. Substance use initial assessment: screening for substance use, current and past substance use, substance use diagnoses with differential diagnoses under consideration, level of readiness to work toward change
  - v. Clients' recovery goals, preferences for services, and priorities for clinical outcomes
  - vi. For providers serving adults 60+, assessments should include screenings for age-related cognitive impairments
- b. A Service Plan (Individual Services and Supports Plan) will be developed and monitored. The FSP team will:
  - i. Obtain a client's past psychiatric history from BHRS and other County electronic records (e.g., by working with the BHRS liaison), including the client's history of emergency room visits, Regional Center treatment, psychiatric hospitalizations, LPS conservatorships, IMD placements, and any other relevant information. Meet together with the client and their family/significant others if appropriate to develop the initial Service Plan
  - ii. Work collaboratively with the client and others as appropriate to develop recovery goals, objectives and recovery supports needed, including referrals to primary care, medication management and other community resources.

- iii. Include the 24 hours, 7 days a week contact information in the Service Plan.
- iv. Obtain client authorization to participate in the FSP program by requesting the client's signature on a Service Plan Participation Agreement, within 60 days of receiving FSP referral.
  - 1. If obtaining signature is not possible, client/authorized person collaboration on and agreement to receive FSP services will be clearly documented on the Service Plan and associated progress note.
- v. Review the Service Plan at least once every 12 months, or more frequently as needed to incorporate new goals and objectives.

## **Mental Health Services - Individual & Group Psychotherapy Services**

A variety of individual- and group-based therapeutic interventions will be available to FSP clients, including primarily short-term, solution-focused therapeutic interventions to assist clients in managing symptoms, understanding problematic behaviors, and developing and using more adaptive behaviors.

- a. The selected FSP Provider will ensure that clinical staff are adequately trained and meet all necessary competencies to provide any type of therapeutic services that require certification.
- b. Psychotherapy services should be provided by a licensed clinical staff.
- c. Therapy interventions should meet the following criteria
  - i. Provide trauma-informed services throughout each stage of the recovery process
  - ii. Offer support for improving social functioning and problem-solving skills
  - iii. Provide psychoeducation and support to clients and their family members
- d. Required therapy services include:
  - i. Cognitive Behavior Therapy (CBT)
  - ii. Co-Occurring
  - iii. Motivational Interviewing
  - iv. Harm Reduction
  - v. Wellness Recovery Action Plan (WRAP)
  - vi. Risk-need-responsivity model for offender assessment and rehabilitation (justice-involved population)
- e. Endorsed therapy services include:
  - i. Eye movement desensitization and reprocessing (EMDR)
  - ii. Neurosequential Model of Therapeutics (NMT)
  - iii. Dialectic Behavioral Therapy (DBT)
  - iv. Acceptance and Commitment Therapy
  - v. Thinking for a Change (justice-involved population)
  - vi. Seeking Safety

## **Crisis Management & Response**

- a. FSP teams will have the ability to:
  - i. Provide 24 hours per day and 7 days per week (24/7) Assessment and Crisis Response Services
  - ii. Assess acute psychiatric and other emergency situations
  - iii. Initiate psychiatric evaluation by writing a 5150 hold and arrange safe transportation to an emergency room
  - iv. Transport or arrange transportation for clients who require emergency medical care to an appropriate medical facility.

- b. Crisis response hours are defined as 5 pm until 8 am the following business day, holidays and weekends.
  - i. All other hours are considered regular business hours when a client’s individual FSP Team should be available for scheduled and/or crisis response services.
- c. Clients will have the option of in-person crisis assessment visits during after-hours and on weekends.
- d. An FSP Team member known to the client will be the staff that are available for crisis response services.
  - i. This could include availability from other qualified individual(s) that are also core members of the FSP Team and are known to the client.
  - ii. In the event of an emergency when the Case Manager or other qualified individual known to the client is not available, another qualified individual will be available to respond to the client.
- e. The 24/7 emergency FSP phone number will be provided to each FSP client upon enrollment.
- f. The 24/7 emergency FSP phone number should be publicly posted and easy to locate (e.g., on a website or on a clinic voicemail).
  - i. This number will be specific to the FSP Team (i.e., not 911 or a suicide hotline).

## **Medication Support**

- a. Medication support services include:
  - i. Prescribing, administering, and monitoring routine psychiatric medications, long-acting injectable antipsychotic medications, clozapine, and medication assisted treatment for substance use
  - ii. Utilizing shared decision-making techniques during medication prescribing
  - iii. Obtaining, interpreting and following up as needed on clinical laboratory results either directly from a lab on site or through an outside laboratory (e.g., Federally Qualified Health Center (FQHC), free clinic, medical laboratory, etc.)
  - iv. Monitoring medications prescribed by other physicians for clients’ physical health conditions, including for managing chronic pain and multiple chronic health conditions, and monitoring patients for misuse of prescription medications
  - v. Providing the full range of medication support services in the field for those clients unable to come to the clinic to receive them
  - vi. Medication services will include support for ongoing dialogues with consumers about their psychiatric medication choices, symptoms, limiting side effects, and individualizing dosage schedules. FSP team members will work with individual consumers to arrange for delivery/prompts/reminders that will support regular scheduled medications.
  - vii. Assist with medi-set preparation for those who may have difficulty organizing and adhering to their complex medication regimen, and/or teaching caregivers or clients to prepare medi-set
  - viii. Will follow Medi-Cal guidelines for providing services during the pandemic/COVID
  - ix. Involuntary Medication Orders (IMO)

## **Care Coordination**

Care coordination involves communication and coordination with medical providers, emergency rooms, hospitals, IMDs, the Office of the Public Guardian, the justice system and other County agencies.

- a. Hospital and Emergency Services:
  - i. Coordinate with Urgent Care Centers and emergency service providers to set a treatment plan to prevent psychiatric hospitalization or to advocate for the need for psychiatric hospitalization and LPS or Probate Conservatorship
  - ii. Visit and/or call clients when clients are hospitalized, in IMDs, incarcerated, or in emergency rooms
  - iii. Coordinate in person and by phone with staff throughout a hospital or emergency room stay, and coordinate discharge planning with hospital, emergency room, or jail staff
- b. Medical Service Providers:
  - i. Ensure that clients have regular access to medical care as part of a treatment plan, see that clients receive appropriate health screenings (e.g., diabetes, cardiovascular disease, hypertension), and coordinate with medical service providers to follow up on results
  - ii. Accompany and/or transport clients to important medical services, and coordinate in person and on the phone with medical service providers to plan for obtaining of necessary medical care
  - iii. With client consent, provide information about clients' mental health conditions to physical health providers
- c. Other County Agencies:
  - i. Coordinate with and understand the processes of the Probation Department and their contracted service providers
  - ii. Accompany clients, if needed or required by the court, to Mental Health Court and other court proceedings
  - iii. When clinically indicated, compile a dossier for presentation to an inpatient psychiatric hospital considering LPS conservatorship for the client
  - iv. For LPS conserved clients, when clinically indicated, complete conservatorship paperwork (e.g., Physicians' Declaration) for reappointment
  - v. For LPS conserved clients, coordinate treatment planning, assist the client in financial management, and secure housing in licensed facilities in collaboration with the client's Public Guardian or conservator
  - vi. Testify in conservatorship initiation and reappointment proceedings as clinically indicated or required by Mental Health Court
  - vii. For clients with developmental disabilities, coordinate care with the Regional Center (GGRC)
  - viii. Providing support to clients who are transitioning between different levels of care (e.g. stepping down from jail to the community) with temporary housing arrangement, transportation, foods, clothing, resources kits, etc.

## **Substance Use Treatment Services**

- a. FSP teams will provide substance use services to clients with co-occurring mental health and substance use disorders that are evidence-based. These services will include:
  - i. Screening and evaluating substance use in every FSP client (e.g. – Screening, Brief Intervention, and Referral to Treatment (SBIRT), Drug Abuse Screening Test (DAST), Clinical Opiate Withdrawal Scale (COWS).
  - ii. When detected through screening and evaluation, entering a diagnosis of substance use in the client's chart and including treatment for the co-occurring substance use disorder within the client's service plan
  - iii. Referring clients with co-occurring disorders to the FSP team Substance Use Counselor for individual support and recovery goal planning

- iv. Providing individual and group-based interventions using motivational interviewing, trauma informed, strengths-based approaches, Acceptance and Commitment Therapy, or referrals to 12-step or other community resources to support recovery.
  - v. Providing Medication-Assisted Treatment, for alcohol and opioid use disorders (OUD): such as Naltrexone (oral or intramuscular), Buprenorphine (oral or subcutaneous), other medications as indicated to manage cravings, withdrawal symptoms and support recovery. Linking to Bay Area Addiction Research and Treatment (BAART)/BayMark for methadone evaluation where appropriate and ensuring individuals with OUD have Narcan.
  - vi. Providing a harm reduction approach and tools (such as Narcan, fentanyl testing strips) throughout the recovery process to help clients reduce the harm and risks associated with using substances.
- b. FSP teams will link clients to substance use services as follows:
- i. All community-based substance use treatment programs are voluntary and client motivation must be evaluated by FSP provider to assess client readiness and ability to participate.
  - ii. Clients may be directly referred to outpatient (OP) / intensive outpatient (IOP) programs in the community.
  - iii. When client is motivated for residential substance use treatment, they can be linked to the BHRS Residential Treatment (RTX) team for residential assessment and authorization by calling: 650.802.6400, ask for RTX Officer of the Day.
  - iv. FSP providers will also provide linkage and warm handoffs to community-based recovery supports including self-help groups and peer-based resources such as Voices of Recovery.
  - v. When withdrawal management (detox services) are indicated, all clients require medical clearance (through SMMC ED or Street Medicine/ Mobile Clinic teams) prior to entering. Medical provider issuing clearance typically helps conduct telephone screen intake with facility, and clients are typically expected to arrive with medical clearance paperwork and any indicated medications in hand.
  - vi. Referring clients to the BHRS Substance Use program for an American Society of Addiction Medicine (ASAM) assessment if the client is interested in inpatient substance use programs.

## Housing Support Services

FSP Housing costs are not included in this Request for Proposal and will be contracted out separately. The FSP Housing services described in this section will focus on client-focused *Housing Support Services* including, but not limited to, housing navigation and locator services, application assistance, moving supports, and housing maintenance.

- a. FSP teams will assist clients in all steps needed to attain temporary shelter and permanent housing.
- b. *Interim or Emergency Housing*: Adult FSP teams will assist clients with attaining safe and appropriate interim or emergency housing including, but not limited to, the following support services:
  - i. Identify local or County-wide resources for crisis housing including motel, crisis residential beds, and shelter beds
  - ii. Coordinate with CES or BHRS Facilities Utilization Management team to ensure clients' access to shelter beds
  - iii. Minimize clients' days living homeless through additional strategies available locally

- c. *County Housing:* Adult FSP teams will assist clients with attaining access to county housing including, but not limited to, the following support services:
  - i. Participate in the Service Area Coordinated Entry System (CES) including outreach coordination
  - ii. Serve as the CES point of contact for linkage to housing resources
  - iii. Coordinate and case conferencing with CES matchers and other community partners to facilitate matches to housing resources. Keep abreast of changes to the provision of homeless housing services in the community
  - iv. Coordinate with additional County partners (e.g., Department of Housing (DOH) staff) to assist clients with accessing housing
  - v. Work with Clinical Services Manager for FSP clients in MHSA Units, NPLH Units, upcoming vacancies and eviction prevention.
  
- d. *Applications and Documentation:* Adult FSP teams will assist clients with their applications and documentation for housing including, but not limited to, the following support services:
  - i. Assist clients with obtaining any documentation needed to apply for housing
  - ii. Assist clients with locating permanent housing, including helping client to search for units, touring Board and Cares, making appointments with landlords
  - iii. Assist clients with completing and submitting housing applications and transporting and accompanying clients to meetings with property managers, Board and Care operators, and/or housing authorities
  - iv. Assist clients to overcome barriers to accessing and maintaining permanent housing such as credit history, criminal history and eviction history
  - v. Assist clients with accessing funding for security deposits and one-time rental payments to prevent eviction, if necessary
  - vi. Track the status of housing applications with client and providing any necessary advocacy
  - vii. FSP team should assist with online applications for housing if clients do not have computer access
  
- e. *Move-in Supports:* Adult FSP teams will assist clients with move-in needs including, but not limited to, the following support services:
  - i. Coordinate lease and rental agreement signings and establishment of a move-in date for clients
  - ii. Educate clients on the rental/lease agreement and tenant rights and responsibilities prior to move-in including the importance of complying with the lease agreement or facility rules; how to communicate effectively with property management staff and other entities; how to be a good tenant and neighbor and when, how and to whom to report maintenance problems.
  - iii. Assist clients with securing furniture and other household goods
  - iv. Assist clients with move-in and orientation to their unit/building. Meet with client with onsite supportive service staff.
  - v. Mentor clients in household maintenance and the use of home appliances including the stove, vacuum cleaner, smoke alarm and fire extinguisher
  - vi. Work with clients to develop housing goals and deliver ongoing supports to assist clients to retain their housing as part of the individual treatment plan
  - vii. Provide move-in support to identify close transportation options in the neighborhood
  - viii. Connect clients with in-home support services if applicable and/or suggest for possible referrals for in-home services or other supports

- f. *Sustaining Housing*: Adult FSP teams will assist clients with sustaining their housing including, but not limited to, the following supports:
  - i. Work with landlords, property managers, developers, facility managers, and other partners to provide any needed advocacy and support to help clients retain housing
  - ii. Apply for representative payees for clients who are at-risk for non-payment of rent
  - iii. Anticipate and assist clients with housing subsidy renewal processes as applicable.
  - iv. Respond immediately to lease violations or concerns of the landlord, property manager, facility manager, developer and/or other tenants to avoid eviction
  - v. Assist clients with obtaining legal services as needed to avoid eviction
  - vi. Provide home visits with the frequency required to ensure housing retention and meet any housing subsidy requirements.
  - vii. Assist clients with relocation as necessary.
  - viii. Assist clients with housing subsidy renewal process annually
  - ix. Attend operational meetings as appropriate for the housing type (e.g., MHSA housing, NPLH housing) to understand issues that a client may be facing and prevent issues such as eviction
  - x. Assist clients in developing independent living skills (cooking, cleaning routines, managing budget, etc)

## **Peer and Family Support Services**

- a. *Peer-Support Services*: Each Adult FSP client will have access to a Peer Support Specialist, who is an individual with lived behavioral health experience who can provide peer-to-peer counseling and support.
  - i. Peer Partners who will be part of the FSP team and will be assigned to significant support person(s) to provide support services.
  - ii. In order to reduce turnover in these positions, Peer Partners will:
    - a) Receive certifications in line with SB803
    - b) Receive training on best practices and consistent service delivery
    - c) Have clear pathways to promotion, in collaboration with Lived Experience Academy
    - d) Receive supplemental financial compensation if they provide non-English language skills
    - e) Receive consistent supervision
    - f) Have access to additional staff and/or support for data collection and entry
    - g) Collaborate with the BHRS Office of Consumer & Family Affairs
  - iii. The Peer Specialist will provide the following, but not limited to, support services:
    - a) Participate with all other team members in Outreach and Engagement activities
    - b) Participate with all other team members in the development of a service plan
    - c) Support delivery of Housing Services
    - d) Support the delivery of Recovery-Oriented Services
    - e) Help to link the clients to Peer based organizations in the community

- f) Facilitate Peer support groups to foster healthy peer relationships and to build client capacity to address challenges to their recovery as well as celebrate their accomplishments on the journey to recovery
- b. *Family Support Services:* Services will integrate client’s family members or other supportive people into treatment whenever possible via consumer consent.
- i. Consumers will be given ongoing opportunities to choose what family members or other supportive people, if any, they would like to be involved.
  - ii. Identified family members and loved ones of the consumer will be given information with consumer consent, upon consumer’s intake into the program and annually, about effective ways to respond to the consumer if/when consumer is experiencing a psychiatric crisis.
  - iii. The program staff will encourage family members and/or other identified consumer supports to inform staff when noticing signs of decompensation.
  - iv. Family members and/or other identified consumer supporters will be given suggestions regarding what resources to call in different types of situations.
  - v. Family support resources may include, but are not limited to, the following:
    - a) FSP Provider and team emergency or regular contact phone numbers
    - b) Toll free crisis hotline
    - c) 911 and local department numbers with potential aid of CIT trained police officers
    - d) Family Assertive Support Team (FAST) information

### **Services for Older Adults**

- a. Older Adult FSP clients will receive all of the services indicated for Adult FSP programs with additional service requirements as follows:
- i. Assessment, diagnosis, and service planning will be completed in coordination with medical professionals and should include screenings for age-related cognitive impairments.
  - ii. Staff will be trained specifically to meet the needs of older adults including, but not limited to, the following skills:
    - a) Accurately assess older adults for mental and physical health issues including cognitive impairment, falls risk, and care planning
    - b) Engage with older adults and exercising patience and persistence in encouraging them to participate in FSP services
    - c) Utilize service extenders, including peers and volunteers, trained to work with older adults to accompany older adults to appointments, conduct home visits, link older adults to community services, and conduct other activities designed to reduce isolation
    - d) Provide medical support specific to the needs of older adults, including access to geropsychiatrists, geriatricians, geropharmacists, and/or neuropsychologists, as needed.
  - iii. Staff will be trained in and incorporate the use of several evidence-based and community-defined best practices.
    - a) Every FSP team member that delivers direct client care should have protected time away from clinical responsibilities to participate in training activities.
    - b) Direct service providers should receive at a minimum 20 hours of training per calendar year.

- c) Trainings may take place online or in person and may be individual or group activities. Training activities may include:
  - Trainings or community-of-practice activities sponsored by BHRS or BHRS partners
  - Conferences or trainings sponsored by professional organizations
  - Structured supervision, mentoring or coaching by an expert
  - Accredited courses designed for continuing education
- b. *Eligibility Criteria* - to be eligible for additional older adult FSP services, an individual must meet all of the Adult FSP criteria and be 60 years of age and above.
  - i. Eligibility for older adult FSP services will ultimately be determined by the FSP Review Committee.

### **Services for Core Focal Population (AOT)**

Assisted Outpatient Treatment Full Service Partnership (AOT FSP) provides services to individuals with serious mental illness who currently are not receiving treatment and may or may not require court intervention to receive treatment. AOT FSP services are based on the Assertive Community Treatment model (ACT).

Contractor's AOT FSP staff will comply with the following:

- a. Participate in weekly BHRS AOT FSP meeting with SMMC.
- b. Attend treatment planning conferences for prospective and current clients at the request of the treatment teams involved with clients.
- c. Attend routine treatment/discharge meetings at San Mateo Medical Center when AOT FSP clients or prospective clients are in SMMC.
- d. Have the AOT FSP Manager or designee available to BHRS AOT Team 24/7.
- e. AOT FSP staff will respond to BHRS AOT FSP team within 1 hour of call or email during business hours for any issue identified as urgent or emergent.
- f. Deliver immediate practical supports to clients as soon as possible such as case management services around acquisition of food, shelter and medical needs, including linking and transporting client to appointments and housing placement.
- g. Based on information from referral and initial client contact, establish initial needs of client and start on appropriate referrals: housing, residential/outpatient treatment programs for mental health, substance abuse, other co-occurring issues.

Court Process, the provider AOT FSP will:

- a. Participate in collaborative meetings with the Court, Private Defender Program, County Attorney and BHRS AOT Team for the purposes of coordinating treatment planning. These meetings may be as frequently as once a week.
- b. Be present in Court when a potential new referral is being considered by the Court for inclusion in AOT FSP services.
- c. Submit all Court requested documents and reports timely as required from legal counsel per Court process.
- d. Be present in Court and ensure the AOT FSP client is also present in Court unless the Court, Private Defender Program, County Attorney, AOT FSP and BHRS AOT have mutually agreed that it would be in the best interests of the client to not have to appear in Court.

#### Client Non-Compliance with Treatment

If client is non-compliant with treatment plan including but not limited to taking medications as prescribed, AOT FSP staff will make appropriate efforts to solicit adherence abiding by the treatment philosophy of “whatever it takes” for FSP. If client is still not compliant, AOT FSP will assess if client may need a mental health evaluation and will accompany and transport to hospital if deemed appropriate. Once in the hospital, the AOT FSP case manager will work in collaboration with the client to provide information to the hospital treatment team regarding the circumstances leading up to the admission and what is needed in order to be discharged/released back to the community. The AOT FSP treatment team will work with the hospital around case planning including discharge planning. To accomplish this, it is important for the AOT FSP team to develop a relationship and understanding of a collaborative partnership with the hospital.

If a client court appearance is required, the AOT FSP case manager will accompany client and will be prepared to provide the Court with an update on how the client is doing in regards to their current treatment plan.

#### Client Hospitalizations

When an AOT FSP client is transported to Psychiatric Emergency Services or to an Emergency Department, AOT FSP staff will provide a full report within twenty-four (24) hours to the BHRS AOT. The AOT FSP case manager will accompany client to PES and will work collaboratively with the PES staff and client.

#### AOT FSP Client incarcerated

When an AOT FSP client is incarcerated, AOT FSP case manager will make all efforts to coordinate with jail staff including visiting client in jail to continue to coordinate provision of AOT mental health services while incarcerated, coordinate discharge and receive hand-off from jail at discharge to provide needed follow-up care and support for “re-entry” into community, arrange and coordinate for housing/shelter placement and all follow-up care appointments needed. AOT FSP will update BHRS AOT team of client’s incarceration within 24 hours of being incarcerated as well as ongoing updates on pertinent development of the client throughout stay in jail.

## Recovery Oriented Services

Recovery oriented is a value across all FSP services. Services are to be guided by an individualized plan developed between client and staff and signed off by the client. Staff will employ a variety of supportive and recovery techniques to encourage clients to assume responsibility for their own wellness and recovery.

- a. FSP teams will ensure clients' basic needs are met at all times and support clients in pursuing their goals related to meaningful uses of their time, productive roles in their communities, and for their recovery.
- b. *Benefits Establishment:* FSP teams will assist clients in accessing benefits and managing their finances when needed including, but not limited to, the following support services:
  - i. Assist clients with securing official identification documents (e.g., driver’s license, birth certificate, social security card, state identification, income verifications (paystub, employer letter, SSA Award letter) and assets verifications (bank account statement, family trust fund and special needs trust fund, Rep Payee statement, vehicle registration)
  - ii. Assess the financial status of all clients
  - iii. Identify benefits to which clients are entitled (e.g., Cal Fresh, General Relief, Supplemental Security Income [SSI], Social Security Disability Income [SSDI], Medicare, Medi-Cal, and Veterans Benefits, CalWorks, Covered CA)
  - iv. Assist clients with enrolling or re-enrolling in benefit programs
  - v. Provide advocacy and linkage to benefits establishment programs such as the BHRS Health Insurance Outreach and Public Benefits Coordination Team
- c. *Transportation:* Adult FSP teams will assist clients in accessing transportation when needed including, but not limited to, the following support services:
  - i. Escort clients or proactively assist them with transportation to critical services as needed to ensure they arrive
  - ii. Help clients learn to use public transportation systems independently, including by accompanying them on public transportation as needed
  - iii. Help clients apply to access paratransit services and reduced-cost public transit passes
- d. *Life Skills and Activities of Daily Living:* FSP teams will support clients to gain, retain, and improve their independent living skills including, but not limited to, the following support services:
  - i. Assist clients with gaining, restoring, improving or maintaining daily independent living skills including shopping, cooking, cleaning and maintaining personal hygiene
  - ii. Ensure clients experience food security at all times

- iii. Assist clients to learn illness management and self-care skills
  - iv. Assist clients with financial literacy and budgeting and money management skills
  - v. Establish or linking to providers who can establish representative payee ship where such supports are needed to help clients with money management to support rent, food security, and/or other basic needs
  - vi. Provide money management education and support to prepare clients to transition out of LPS conservatorship or representative payee ship
- e. *Employment, Volunteering, and Education:* FSP teams will assist clients to achieve their goals related to meaningful use of time including but not limited to, providing the following support services:
- i. Assist clients with locating and securing competitive employment in the client's preferred role
  - ii. Assist clients with identifying volunteer and community-involved opportunities in their preferred role
  - iii. Assist clients with pursuing preferred educational opportunities, such as finishing high school, obtaining a GED, completing adult education courses, completing certificate or vocational training courses, or advancing in higher education degree programs
  - iv. Provide and/or linking to supports and advocacy that will help clients retain and advance in their preferred employment, volunteer, and/or educational opportunities
- f. *Social Support and Integration:* FSP teams will assist clients to achieve community integration and maintain and/or expand their social support including, but not limited to, the following support services.
- i. Help the client develop and maintain relationships with natural supports outside of service providers (e.g., friends, employers, clergy, and family)
  - ii. Encourage and support the client to develop and maintain a sense of belonging and membership in communities of choice
  - iii. With client consent, remain in regular contact with family members and/or significant others regarding the client's treatment plan and goals
  - iv. Provide psychoeducation and support to clients' family members and/or significant others including referrals for supportive services (e.g., NAMI Family-to-Family groups)
  - v. Coordinate with community resources and social service providers to reduce client isolation, including by escorting client to intake visits and appointments for community services (e.g., Senior Centers, self-help groups), helping clients to develop leisure activities, and participating with the client in community activities that can reduce isolation
  - vi. Planning of evening and weekend activities for clients to reduce client isolation and promote a sense of belonging in a client's community of choice
  - vii. Provide information on the county Lived Experience Academy via the Office of Community and client affairs.
  - viii. Encourage participation in peer led organizations
- g. *Field-based Clinical Services:* Field-based services are those provided in a location that has a different address than the provider site and addresses Client's accessibility concerns.
- i. FSP Team(s) will provide a minimum of 65%, but ideally 80% of direct services in the field.

- ii. The choice of service delivery field-based site will be based on the client’s recovery goals and possible transportation limitations.
- iii. Examples of sites include drop-in centers, residences, parks, libraries, physical health care settings, and other community sites.

### **Additional Support Services – Flexible Funding**

Flexible funding “Flex Funds” are an integral component of the vision and mission of MHSA and BHRS services, supporting the “whatever it takes” philosophy of FSP. Flex funds are restricted to FSP clients, provide essential supports not typically found on the menu of traditional behavioral health services, and are used when other resources have been exhausted. They promote shared responsibility with the client, such as cost-sharing or a gradual decrease in funds contribution.

- a. Flex Funds will correspond to the specific wellness and recovery goals of individual clients and therefore they do not support non-essential items, including alcohol and cigarettes.
- b. Flex Funds will not be provided to consumers as cash, rather, payment should be made directly to the source of the support, or in the form of a gift card provided to the client.
- c. Flex Funds are not intended to provide ongoing support in lieu of sustainability planning from other sources.
- d. *Flex Fund Approval Process* – FSP Provider(s) will be able to draw down Flex Funds from an annual total pool of \$3,000 per client enrolled (e.g., if Provider enrolls 100 clients annually, they will have a Flex Fund pool of \$300,000 to draw down from as needed).
  - i. Before allocating Flex Funds to clients, the Case Manager will verify that the client is actively participating in treatment and has financial need.
    - a) At least three potential alternative resources (low cost–no cost options) must have been considered, prior to requesting Flex Funds.
    - b) Alternative resources may include utilizing the consumer’s support system of friends and family, community, and/or other funding sources.
  - ii. Should the client’s Case Manager identify a need for Flex Fund usage, they will get approval from their FSP Program Manager prior to allocating Flex Funds to the client.
    - a) Any single request in the amount over \$3,000 will need approval from the BHRS Clinical Services Manager before reimbursement.
  - iii. Documentation of all Flex Funds must be submitted using the standardized Flex Fund Expense Reimbursement Claim Form.
    - a) A receipt must be provided for every purchase and the Case Manager will maintain a ‘Flex Funds Tracking Sheet’ which will account for all expenditures and will include the date of expense, expense amount, the name of the person/organization the funds were paid to, the client’s name, and the reason for funding provision.
    - b) FSP Providers will submit to the BHRS Contract Monitor a monthly spreadsheet detailing the utilization of flex funds as supporting documentation for their monthly invoice.
    - c) BHRS Clinical Services Manager may request access to the Flex Funds Tracking Sheet at any time.

- iv. Items purchased with Flex Funds become the property of the client and the client is not obligated to return the property upon leaving the program.
  - a) There may be clinical situations in which a Provider and client make an agreement for the client to reimburse the Provider for the services/ supports, including the payment of rent that the Provider purchased on the client's behalf.
  
- b. *Allowable Expenses* - Listed below is a general guideline for common expenses.
  - i. Client Housing Support
    - a) Hotel/Shelter Subsidies (intended to be a short-term subsidy) (guidelines below should be followed and community resources should be exhausted)
    - b) One time Rent/Lease Subsidies (e.g., apartments, Sober Living Homes, Adult Residential Facilities)
    - c) Residential substance use treatment programs
    - d) Security Deposits (community resources should be exhausted)
    - e) Transitional Residential Programs
    - f) Credit Reporting Fees
    - g) Criminal Background Check Fees
    - h) One time Utility payment, e.g., electricity, gas, water (community resources should be exhausted)
    - i) Moving Expenses
    - j) Furniture/Appliances
    - k) Household Items (e.g., Kitchenware, Linen/Bedding, Cleaning Products)
  
  - ii. Client Supports
    - a) One time auto expense, e.g., gasoline, insurance, payment, registration, repair
    - b) Clothing
    - c) Culturally appropriate alternative healing methods, e.g., curandero, cupping, acupuncture
    - d) Education and Tutorial Expenses
    - e) Employment, e.g., uniforms, license fees, safety attire, tools of the trade
    - f) Food
    - g) Hygiene Items
    - h) Medical/ Dental/ Optical (all funding in this category must be reviewed and approved by the FSP Program Director).
    - i) Recreational/Social Activities
    - j) Contingency management i.e., inexpensive, small primary reinforcers for behavioral management purposes linked directly to client service plans
    - k) Transportation, e.g., Bus Passes, Tokens, Taxi Vouchers
    - l) Vocational
  
- c. *Non-Allowable Expenses*
  - i. Alcohol
  - ii. Costs for staff to accompany clients to venues such as sporting events, concerts or amusement parks
  - iii. Illegal substances / activities
  - iv. Medi-Cal Share of Cost
  - v. Prescription drugs that would otherwise be available via Indigent Medication / Prescription Assistance programs

- vi. Sexually explicit materials
  - vii. Tobacco
  - viii. Vehicles for programs
- d. *Reasonable and Allowable Purchase Limits*
- i. Flex funds will be used when clients do not have resources and other possible avenues for funding have been explored and exhausted.
  - ii. Uses of Flex Funding that are not consistent with the guidelines above (section C.14.e. of this RFP) may be disallowed. However, individual expenses are unique to each client and are not necessarily limited to those listed in the guidelines above.
  - iii. If the Provider or FSP Team member is unsure whether an item is appropriate for the use of Flex Funds, please consult with BHRS FSP Clinical Services Manager.
  - iv. Exceptions to these guidelines may be made on a case-by-case basis with pre-approval by the BHRS Clinical Services Manager.

### **Program Completion Procedures**

- a. *Client Transfers*: A client may be transferred between FSP teams within the same agency, or between FSP agencies, provided the new FSP program/agency has space available and agrees to the transfer.
- i. Under certain circumstances, client transfers can occur because the client requests a transfer, because a client's linguistic or cultural needs are not being met, or because the client's needs can be better served by a different program.
  - ii. The reasons for transfer include:
    - a) Temporary restraining order (TRO)
    - b) Change of provider request
  - iii. Transferring clients between FSP teams must be coordinated between the current program, the new/receiving program, and the BHRS Clinical Services Manager.
  - iv. BHRS Clinical Services manager must authorize all requests for client transfer from the current FSP program prior to an agency officially terminating services.
  - v. The FSP program will not stop serving the client until the transfer has been approved by the BHRS Clinical Services manager, the required documentation has been completed, and the case has been opened at the new/receiving program.
  - vi. When transferring a client to another FSP provider or to other outpatient services, the other FSP provider will be required to send a current referral form, the client's assessment and service plan, medication list, progress notes within the last 6 months on the client, all pertinent legal documents (e.g., copies of restraining order, LPS conservatorship designation), and a short client summary.
  - vii. The FSP team will report transfer process with the BHRS Clinical Services Manager to ensure that the client was opened to the new FSP program.
- b. *Client Disenrollment*: Disenrollment can apply to either an interruption or a discontinuation of service. An interruption of service is defined as a temporary situation in which the client is expected to return to services within 90 days from the date of last contact. Requests for disenrollment will be considered when clients meet one of the following criteria:
- i. Client decided to discontinue FSP participation or cannot be located.
    - a) Client has either withdrawn consent (if enrolled voluntarily), refused services after enrolling, or no longer wishes to participate in FSP.

- b) Prior to requesting disenrollment, the FSP team should have made significant and repeated attempts, for at least 60 days, to re-engage the client in FSP services (see section on Outreach and Engagement for guidance on required attempts).
  - c) If the client is missing and has not made contact with the FSP provider, the program will make at least 5 attempts in person; at least 5 attempts by phone; at least 3 attempts to contact family, other service providers, and/or significant others; and phone calls to the jail, local hospitals, and other emergency services without locating the client (see section on Outreach and Engagement for guidance on required attempts).
  - d) FSP teams will attempt to locate the client for at least 60 days prior to disenrollment.
- ii. Client has moved to a higher level of care or locked facility where outpatient mental health services are not needed.
- a) Appropriateness for disenrollment under these criteria may include:
    - 1) Client is admitted to an IMD, Mental Health Rehabilitation Center (MHRC) or other long-term care facility that will provide mental health services. Client is anticipated to remain in one of these facilities for over 90 days.
    - 2) Client will be detained in jail or will be serving DOJ/jail/prison sentence. Client is anticipated to remain in one of these facilities for over 90 days.
    - 3) Client is admitted to a nursing home or other long-term care facility that will provide mental health services. Client is anticipated to remain in one of these facilities for over 90 days.
- iii. Client has successfully met goals such that discontinuation of FSP services is appropriate.
- a) Appropriateness for disenrollment these criteria may include:
    - 1) stabilization of illness
    - 2) involvement in meaningful activities (e.g., employment, education, volunteerism, social activities)
    - 3) residing in the least restrictive environment possible
    - 4) ability to independently attend to behavioral and physical health follow up
  - b) Prior to considering disenrollment of clients based on successfully meeting goals such that discontinuation of FSP services is appropriate, the FSP team will:
    - 1) Engage in a process of client-centered planning over months prior to disenrollment
    - 2) Work with the client to identify the resources and supports needed for the transition to lower intensity services
    - 3) Collaborate with natural supports and social service providers to problem-solve for future challenges
    - 4) Establish procedures for updating the FSP team in case of clinical problems
    - 5) Make the necessary referrals and linkages for treatment, rehabilitation, and/or supportive services
    - 6) Attempt to meet together with the client and with new service providers

- 7) In the event the client will be stepped down FSP team will continue to keep the case open for 30 days and participate in warm hand off meetings as necessary.
  - 8) Re-enroll the client during this 30-day follow up period if the client will benefit from a return to FSP care
  - iv. Client has moved to another county. Client relocated to a geographic area outside of San Mateo County.
    - a) Appropriateness for disenrollment under these criteria may include:
      - 1) Supporting client in enrolling medical insurance in the relocation county
      - 2) Supporting client in accessing appropriate level of care for behavioral health services
      - 3) Work with relocation county to provide enough medications until case is transferred
  - v. Client is deceased. This includes clients who died from either natural or unnatural causes after their date of enrollment.
    - a) Guidance under these criteria include:
      - 1) Inform BHRS Clinical Service Manager or clients passing and completing an incident report within 24 hours of incident.
      - 2) Provide support to client's family is appropriate to do so.
- c. *Disenrollment Process* - The BHRS Clinical Services Manager or designated alternative representative must authorize all requests for client disenrollment from the FSP program prior to an agency officially terminating services.
- i. All requests for disenrollment of a client receiving services from an Adult FSP provider will be submitted and approved by BHRS Clinical Services Manager prior to the client being disenrolled from services.
  - ii. Clients who are acutely decompensated, at high acute risk for dangerous clinical outcomes, and/or at acute clinical risk for hospitalization should not be disenrolled unless appropriate care from another provider is established and the client has demonstrated the ability to receive ongoing services from this new provider.
  - iii. The disenrollment authorization process includes the following:
    - a) Upon determining that a client meets disenrollment criteria, the FSP provider will complete the Full-Service Partnership Disenrollment Request Form and submit it to the appropriate BHRS Clinical Service Manager for pre-authorization of disenrollment.
    - b) The BHRS Clinical services manager will review the disenrollment request within 3-5 business days of receipt.
    - c) Clients that meet FSP disenrollment criteria will be authorized and FSP program will be notified.
    - d) If disenrollment is authorized, the FSP program can stop serving the client and provider needs to ensure all outcomes are entered prior to filing discontinuation documentation with the authorized disenrollment reason indicated in the Outcome Measurement Application.
    - e) For clients that do not meet disenrollment criteria, the BHRS Clinical Services Manager will complete and send the Full-Service Partnership Disenrollment/Transfer Request Supplemental Form to the FSP program. The FSP provider team must continue providing services.
  - iv. If an FSP provider does not agree with the decision of the BHRS Clinical services manager, the agency will appeal the decision by completing the Full

Service Partnership Appeal Form and submitting it to the BHRS Deputy of Adult and Older Adult services, overseeing the area in which the agency is delivering FSP services.

- v. The BHRS Deputy of Adult and Older Adult services will confer with the appropriate BHRS Program Staff to make a joint determination regarding the disposition.
- d. *Graduation or Step-Down of Services* – FSP Clients will be assessed for readiness to step down from FSP services or graduate from services as described below:
- i. Factors that would be evaluated for appropriateness of graduation or step down will include, but is not limited to the following:
    - a) stabilization of illness;
    - b) involvement in meaningful activities (e.g., employment, education, volunteerism, social activities);
    - c) residing in the least restrictive environment possible; and
    - d) ability to independently attend to behavioral and physical health follow up.
  - ii. Clients considered for a reduction in services will be discussed with the BHRS Clinical Services Manager to support next steps, including the transfer to a lower level of care (wellness tier) support within the FSP provider, as needed.
    - a) FSP providers may use FSP slots for a client that needs a lower level of care and will invoice for these services accordingly.
  - iii. FSP Step Down Criteria – the following eligibility criteria will be assessed for step down readiness:
    - a) Current FSP client with high risk of hospitalization or incarceration without the need for field-based services.
    - b) Client has not had any inpatient psychiatric hospitalizations in the past year.
    - c) Client is routinely willing and able to take meds with prompts and attends psychiatry appointments as scheduled with minimal support.
    - d) Client has been able to maintain being housed for at least two years
    - e) Client has made significant progress of their service plan goals and has been able to identify outside resources such as community support to continue their recovery
    - f) Client has been linked and is engaged in community support networks such as peer led organizations, faith-based groups or other social activities.
    - g) Client is connected to community or County based primary health care services and has demonstrated ability to attend their appointments within the past year.
  - iv. Graduation of Services - the following eligibility criteria will be assessed for graduation readiness:
    - a) Client no longer needs field-based services to maintain stability in community
    - b) Client has not had any inpatient psychiatric hospitalizations in the past two years.
    - c) Client is routinely willing and able to take meds with prompts and attends psychiatry appointments as scheduled with minimal support.
    - d) Client has been able to maintain being housed for at least three years
    - e) Client has met their service plan goals and has been able to identify outside resources such as community support to continue their recovery

- f) Client has been linked and is engaged in community support networks such as peer lead organizations, faith-based groups or other social activities.
  - g) Client is connected to community or county based primary health care services and has demonstrated ability to attend their appointments within the past two years.
  - h) Client has demonstrated independence in all activities of daily living such as hygiene, cooking, cleaning, shopping, use of transportation, following through with appointments, medication compliance, budgeting for the past two years
  - i) Client has created and effectively utilized a WRAP plan for at least one year.
- e. *Notification of Death* - FSP provider will immediately notify BHRS Clinical services manager upon becoming aware of the death of any client provided services hereunder.
- i. An FSP provider team member should notify the Clinical services manager immediately by telephone and in writing upon learning of such a death.
  - ii. The verbal and written notice will include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all provider team staff members with knowledge of the circumstances.
  - iii. An incident report must be filed within 24 hours of being notified of clients passing.

## **F. SITE AND HOURS OF OPERATION**

### **1. FSP Service Site(s)**

- a. FSP Services will be provided in enrollee homes and other community sites throughout the County.
  - i. Address(es) where FSP Services will be provided to BHRS to be listed in legal agreement with BHRS.
  - ii. Service sites may be changed upon the approval by BHRS.
  - iii. See section D.14.g. on Field-based Services for details on providing services outside of the provider site.
- b. All FSP Service Site(s) will post:
  - i. Written procedures describing appropriate action in the event of a medical emergency; and
  - ii. A disaster and mass casualty plan of action in accordance with local and state requirements. Such plans and procedures will be submitted to BHRS upon request, within 3 business days.

### **2. Hours of Operation**

- a. FSP Services will be provided during regular business hours, but also on evenings, weekends, and holidays, as necessary for the client's wellbeing.
- b. An FSP core team member will be expected to be on-call 24/7 in order to provide crisis care as needed.
- c. FSP providers will be expected to submit, upon BHRS request, work schedules for each FSP Team at each FSP provider site.

- i. The schedules will list the time frames by day of the week, morning, and afternoon and the tasks that will be performed.

Regular Business Hours	Regular business hours are Monday through Friday, 8am - 5pm. The full array of services should be available during these hours.
Evening/Weekend/Holiday Hours	Evening/weekend/holiday hours are after 5pm on a business day until 8am the following business day. The FSP Team(s) will provide in-person FSP services during these non-business hours as necessary for the client’s wellbeing. Phone coverage should also be provided for triage and to determine if crisis response is necessary during these hours. Providing in-person services outside of regular business hours can be necessary for
Crisis response hours	Crisis response hours are from 5pm until 8am the following business day, holidays and weekends. A FSP team member should be available during these hours to provide Assessment and Crisis Response Services by phone and in person.

**G. FSP TEAM-BASED STAFFING**

The Adult and Older Adult FSP will be staffed by a multidisciplinary team. Services should be delivered through a team-based model in which expertise is shared and clients are served by an entire team with varied expertise. One FSP team member may serve as the client’s primary clinician to ensure client care, but adult FSP clients should be seen by multiple members of an adult FSP team on a regular basis. Most or all members of the FSP team should serve every client in some manner at some point in time.

**2. Staffing Values**

- a. Recruitment, hiring and retention strategies, including training of staff will promote the following core values:
  - i. Integrated Care: staff will have mental health and substance use treatment expertise and training to ensure an integrated service experience.
  - ii. Whole Person Care: staff will have an understanding of whole person care model of treatment, meaning health and wellness are based on the well-being of the whole person.
  - iii. Cultural Responsiveness: staffing objectives that reflect the cultural and linguistic diversity of the clients to ensure staff can provide services in a culturally and linguistically appropriate manner. Staff with fluency in the following languages is preferred, but not required: Spanish, Chinese (Cantonese and Mandarin) and Tagalog.
  - iv. Trauma-Informed: staff will have a practical understanding of how to implement all trauma-informed approaches.
  - v. Recovery Oriented: staff will promote recovery-based services that are guided by an individualized plan developed between client and staff and signed off by the client to encourage clients to assume responsibility for their own wellness and recovery.

- vi. Lived Experience: clients are actively recruited for staff positions so as to incorporate the client perspective throughout the agency. Efforts will be made to develop specific positions for persons with lived experience.

### **Staff Contact with Clients**

- a. The FSP team will employ the following, but not limited to, guidelines for client visits:
  - i. Conduct a visit with every enrolled client at least once per week
  - ii. Ensure that at least 3 different FSP team members visit with each client within a 2-month period
  - iii. Conduct at least 65% and preferably more of client visits in the field

### **Staff Team Meetings**

- a. FSP team members (i.e., those individuals named below) will employ the following, but not limited to, guidelines for team collaboration:
  - i. Meet at least 4 days per week for a total of approximately 75 minutes per week per 50 clients served.
    - a) FSP Team(s) will meet as often as needed to address client needs.
    - b) At least 75% of all team members should be present for at least 75% of the duration of these team meetings
  - ii. Communicate with one another throughout the day to ensure that the clinical needs of clients are met
  - iii. Devise communication strategies to ensure key teams members are made immediately aware of time-sensitive or high-risk situations
  - iv. Offer services in person a minimum of 40 hours a week during the hours that clients are most accessible, including early morning hours, evenings and weekends
- b. FSP Team members will receive individual supervision on a regular basis and no less than every two (2) weeks.

### **Documentation of Team Staffing**

- a. The FSP Team Leader will employ the following, but not limited to, guidelines for tracking and communicating ongoing staffing:
  - i. Notify BHRS in writing of any permanent changes to service days/hours
  - ii. Maintain an organizational chart that delineates the names, roles, and reporting lines of all staff on the team
  - iii. Name partnering agencies or key community partners such as FQHC clinics, County Health Clinics, and free clinics in the organizational chart
  - iv. Submit the organizational chart to BHRS Clinical Services Manager on a yearly basis
  - v. Inform BHRS Clinical Services Manager within 2 weeks of any changes in the positions included in the organizational chart or changes to the staff reporting lines
  - vi. Notify BHRS Clinical Services Manager of staff vacancies and provide a remediation plan for addressing prolonged vacancies lasting 4 weeks or longer

## Staff Training

- a. FSP provider will provide training programs for all new employees and continuing in-service training for all employees that provide FSP Services.
  - i. Training may take place online or in person.
- b. Every FSP Team member that delivers direct FSP Services to clients will participate in training activities.
- c. FSP training and onboarding will be provided to new staff in the first month of employment.
- d. FSP Team(s) will be trained in and incorporate the use of several evidence-based and community- defined best practices.
  - i. Staff will receive a minimum of 20 hours annually of evidence-based and community-defined best practices.
- e. BHRS required trainings include but are not limited to the following topics:
  - i. Care Team planning
  - ii. Harm reduction
  - iii. Strength-based case management
  - iv. Principles and Practices of wraparound
  - v. Motivational Interviewing, especially as it pertains to providing substance use/mental health integrated care Cognitive Behavioral Therapy (CBT), including Trauma-Focused CBT
  - vi. Peer support
  - vii. Life skills training
  - viii. HIPAA, Compliance, and other mandated trainings
  - ix. Cultural Humility
  - x. Working Effectively with Language Interpreters
  - xi. Sexual Orientation and Gender Identity orientation and gender differences
  - xii. Trauma-Informed Systems
  - xiii. Wellness and Recovery Action Plan (WRAP)
  - xiv. Co-occurring disorder assessment and treatment skill
  - xv. Risk-need-responsivity model for offender assessment and rehabilitation (justice-involved population)
  - xvi. Crisis response and de-escalation training
  - xvii. Disaster and emergency preparedness
  - xviii. Documentation standards i.e. Psychiatric Advance Directives
  - xix. Housing retention skills
- f. Other suggested trainings:
  - i. Dialectical behavior therapy (DBT)
  - ii. Eye movement desensitization and reprocessing (EMDR)
  - iii. Neurosequential Model of Therapeutics (NMT)
  - iv. Acceptance and Commitment Therapy (ACT)
  - v. Thinking for a Change (justice-involved population)
  - vi. Seeking Safety (justice-involved population)
  - vii. All training necessary to support the certification of Peer Support Specialists, in accordance with SB 803.

## Team Staffing Requirements

The table below sets out a staffing pattern FSP teams should maintain to serve 50 enrolled clients, with the understanding that such teams may serve as many as 60 clients or, in some instances, fewer than 50 clients, depending on the balance of high acuity clients on the team's case load.

Client-Facing Positions	FTE
Team Leader / Program Manager=Supervising Clinician	0.5
Licensed or Waivered Clinicians/Therapists (e.g., LCSW, LMFT, Psychologist) At least 1.0 of 2.0 FTEs must be licensed	2.0
Case Managers/Community Health Workers/Medical Caseworkers	3.0
Housing Specialist	0.5
Peer Specialists - preferred expertise/experience includes but not limited to occupational therapy, supported employment, and substance use	1.0
Psychiatrist	0.5
Nurse (RN, BSN, LVN, or Psychiatric Technician) - at least 0.5 of 1.0 FTE must be RN	1.0
TOTAL	8.0
Non-Client Facing Positions	
FSP Director	0.5
Administrative Support Staff and Data and Billing Specialists – applicants will propose appropriate administrative and quality assurance staff	

- a. *Team Leader/Program Manager* - the Team Leader/Program manager will be responsible for overseeing the daily operations of the adult FSP team. The Team Leader's responsibilities include:
  - i. Monitoring team function to see that operational targets (e.g., weekly client visits, field-based services) are met
  - ii. Facilitating team meetings to discuss the status of each client
  - iii. Monitoring the size and relative level of acuity of team caseloads
  - iv. Allocating the work of the adult FSP team to meet each client's needs
  - v. Distributing the adult FSP staff into pairs or teamlets to conduct outreach and engagement and deliver ongoing services
  - vi. Serving as the point of contact for adult FSP staff throughout the day to address emergent needs
  - vii. Ensuring all of the adult FSP staff participate in the timely development of an initial service plan and subsequent plan reviews
  - viii. Ensuring that necessary program monitoring data is submitted in a timely fashion
  - ix. Ensuring that chart entries are up to date

- x. Completing Critical Incident Reports as needed
- b. *Licensed or Licensed-Waivered Mental Health Professional* - a Licensed Mental Health Professional (e.g., Clinical Social Worker, Marriage and Family Therapist, Psychologist) may either serve as the adult FSP Team Leader or carry a full adult FSP caseload. A Licensed Mental Health Professional will be responsible for:
- i. Documenting diagnostic assessments and service plans
  - ii. Providing crisis intervention
  - iii. Providing other services clinical interventions including psychotherapy that promote behavioral health wellness and recovery.
  - iv. Providing individual- and group-based therapeutic interventions, including primarily short-term, solution-focused therapeutic interventions to assist clients in managing symptoms, understanding problematic behaviors, and developing and using more adaptive behaviors.
  - v. Provide trauma-informed services throughout each stage of the recovery process.
  - vi. Required therapy services include:
    - a) Cognitive Behavior Therapy (CBT), including Trauma-Focused CBT
    - b) Co-Occurring assessment and treatment
    - c) Motivational Interviewing
    - d) Harm Reduction
    - e) Risk-need-responsivity model for offender assessment and rehabilitation (justice-involved population)
  - vii. Endorsed therapy services:
    - a) Dialectic Behavioral Therapy (DBT)
    - b) Acceptance and Commitment Therapy (ACT)
    - c) Eye movement desensitization and reprocessing (EMDR)
    - d) Neurosequential Model of Therapeutics (NMT)
    - e) Thinking for a Change (justice-involved population)
    - f) Seeking Safety (justice-involved population)
  - viii. Offer support for improving social functioning and problem-solving skills
  - ix. Provide psychoeducation and support to clients and their family members
- c. *Case Managers* - Case Managers will have a behavioral health-related bachelor's degree or documentation of experience providing behavioral health services for a minimum of 2 years. Case Managers will be responsible for:
- i. Participating with all other team members in Outreach and Engagement activities
  - ii. Participating with all other team members in service planning
  - iii. Supporting delivery of Housing Services
  - iv. Supporting the delivery of Recovery-Oriented Services
  - v. Providing strength-based case management
- d. *Peer Specialist* - a Peer Specialist is an individual with lived behavioral health experience who provides peer-to-peer counseling and support. The Peer Specialist will be responsible for:
- i. Participating with all other team members in Outreach and Engagement activities
  - ii. Participating with all other team members in service planning
  - iii. Supporting delivery of Housing Services
  - iv. Supporting the delivery of Recovery-Oriented Services
  - v. Helping to link the clients to Peer based organizations in the community

- vi. Facilitate Peer support groups to foster healthy peer relationships and to build client capacity to address challenges to their recovery as well as celebrate their accomplishments on the journey to recovery
- e. *Psychiatric Prescriber* - a Psychiatric Prescriber is a Psychiatrist, or Psychiatric Nurse Practitioner with Psychiatrist supervision. The psychiatrist will conduct tasks in close collaboration with other members of the FSP team in order that these activities are integrated into an overall service plan. The psychiatrist will be responsible for:
- i. Service delivery and oversight of the treatment of clients' chronic or episodic psychiatric needs
  - ii. Completing and documenting screenings and diagnostic assessments
  - iii. Ordering laboratory tests
  - iv. Prescribing, dispensing and monitoring the safety and effectiveness of psychiatric medications
  - v. Testifying in mental health court proceedings regarding conservatorship when appropriate
  - vi. Completing conservatorship paperwork when indicated
  - vii. Assisting with communication and care coordination with hospitals and other service providers
  - viii. Maintaining Risk Evaluation and Mitigation Strategies (REMS) certification to allow for prescribing of clozapine
  - ix. Being familiar with all long-acting injectable antipsychotics, mood stabilizers and other medications used for SMI
  - x. Providing Medication-Assisted Treatment, for alcohol and opioid use disorders (OUD): such as Naltrexone (oral or intramuscular), Buprenorphine (oral or subcutaneous), other medications as indicated to manage cravings, withdrawal symptoms and support recovery. Linking to BAART/BayMark for methadone evaluation where appropriate and ensuring individuals with OUD have Narcan.
  - xi. Regularly conducting client visits in the field, both for routine evaluations and to serve, as clinically indicated, clients who will not or cannot come to the clinic for visits
  - xii. Maintaining LPS certification to be able to place clients on involuntary hold
  - xiii. Being available for phone consultation with all adult FSP team members when clinical urgencies arise
  - xiv. Being active in facilitating all aspects of hospital admission as needed to support the team (i.e., decision-making, arranging hospital admission, communicating with inpatient unit)
- f. *Mental Health Nurse* - Mental Health Nurses (R.N., B.S.N., or Psychiatric Technician) may have an advanced degree (i.e., RN) or a bachelor's degree in nursing (i.e., BSN). A Psychiatric Technician may be used in lieu of one but not both RN/BSN nurses. The Mental Health Nurse will be responsible for:
- i. Monitoring and administering injectable medications
  - ii. Monitoring and managing oral medication, including by conducting medication reconciliation with clients
  - iii. Organizing and supervising filling of prescriptions and pill boxes or medi-set together with clients
  - iv. Regularly conducting client visits in the field, both for routine evaluations and to serve, as clinically indicated, clients who will not or cannot come to the clinic for visits
  - v. Conducting routine health assessments

- vi. Coordinating receipt of needed medical services when indicated.
- g. *Housing Specialist* – a Housing Specialist may be a Community Health Worker, Case Manager, or Clinician with specialized training in providing housing services. Housing Specialists will:
  - i. Work with all FSP clients to achieve their housing goals
  - ii. Understand and utilize the Coordinated Entry System (CES)
  - iii. Outreach to property owners and managers, and maintain professional relationships in order to promptly address concerns to avert evictions
  - iv. Assist individuals in completing applications for rental subsidies such as Section 8 and Shelter Plus Care and for housing programs or private rental agreements
  - v. Work with other FSP team members to ensure delivery of all housing services and provide housing retention support in coordination with the client’s case manager.
- h. *Employment Specialist or Occupational Therapist* - an Employment Specialist will ideally be a Licensed or License-Waivered Occupational Therapist, but this position may also be filled by a Community Health Worker with specialized training. The Employment Specialist or Occupational Therapist will
  - i. Work with other FSP team members to ensure delivery of all Employment, Volunteering, and Education services described above.
- i. *Community Health Worker, Case Manager, or Clinician* – this team member will have a minimum of 6 months of training in providing substance use services. This position will:
  - i. Provide individual, group and/or family informational and educational counseling to clients moving through the continuum of recovery
  - ii. Help clients access community-based self-help groups, residential programs and detoxification programs
  - iii. Teach clients harm-reduction skills to manage cravings, triggers, and high-risk behaviors
  - iv. Provide clients’ family members and significant others with a greater understanding of their role in the client’s recovery process
  - v. Work with other FSP team members to ensure integration of all Substance Use services
- j. *FSP Director* – the FSP Director will serve as the leader across all FSP teams. The FSP Director ensures consistent vision across teams and collaboration between teams. BHRS must have access to the FSP Director during regular business hours via telephone and e-mail. The FSP Director will act as a central point of contact with BHRS for all matters related to FSP Services.
- k. *Administrative Support Staff* - support staff will be responsible for overseeing and/or completing administrative tasks (e.g., scheduling, supplying) required by the adult FSP team. It is highly recommended that FSP providers have sufficient administrative staff to support the overall functioning of FSP Programs.
- l. *Data and Billing Specialists/Quality Assurance Staff* - Data and Billing Specialists will be responsible for overseeing and/or supporting the completion and submission of billing data, outcomes data, and any additional data reports for the adult FSP team. It is highly recommended that FSP Providers have sufficient capacity to fulfill the state data requirements and support relevant client outcomes monitoring.

## **H. CULTURAL RESPONSIVENESS**

FSP providers will provide culturally responsive services to ensure compliance with the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Office of Minority Health (OMH), U.S. Department of Health and Human Services (HHS). FSP providers will be expected to consult with BHRS if unable to comply with any of the following requirements:

### **1. Cultural Competence Plan**

- a. 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 Clinical Services Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year. The annual cultural competence plan will include an update of, not limited to, the following:
  - i. 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.
  - ii. Forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
  - iii. 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.
  - iv. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Recruit, hire and retain staff members who can provide services in a culturally and linguistically appropriate manner.)
  - v. Ensure that all program staff receive at least 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. Collaboration in Equity Efforts**

- a. Actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC). Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders.
- b. Submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

### **3. Services in Threshold Languages**

- a. Establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are Spanish, Tagalog and Chinese (Mandarin and Cantonese).
- b. If unable to provide services in those languages, consult with BHRS for additional resources.

### **4. Document Translation**

- a. 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.
- b. Use BHRS- translated forms when available in an effort to create uniformity within the system of care.
- c. Submit to ODE by March 31st, copies of health-related materials in English and as translated.

## **I. QUALITY ASSURANCE**

FSP providers will provide quality assurance, quality improvement and utilization management services to ensure compliance with all federal, State and County requirements, including compliance with documentation requirements for Medi-Cal reimbursable services. FSP providers will be expected to monitor all FSP services provided to the satisfaction of the County.

### **1. Communication and Collaboration**

- a. FSP program staff will participate in the following meetings:
  - i. Bi-weekly case conference meetings with BHRS
  - ii. Quarterly meetings with the BHRS Deputy Director
  - iii. Annual review panel to assist in the management of the client level of care needs.
- b. The FSP staff, Correctional Health Services staff, and BHRS staff will build a collaborative relationship to coordinate and communicate with one another regarding clients, and in particular, transition planning for clients being released from jail.
- c. The FSP staff and the BHRS Assisted Outpatient Treatment (AOT) staff will participate in a monthly meeting with the BHRS AOT team to build a collaborative relationship to coordinate and communicate with one another regarding clients, and in particular, transition planning for clients entering into the FSP AOT Program, stepping down and discharges from FSP AOT Program.
- d. The FSP staff and BHRS staff will coordinate and communicate with one another regarding the appropriateness and transition of FSP-enrolled clients stepping down to less intensive outpatient service programs and discharges from FSP services.
- e. FSP program staff will also communicate substantive changes in a client’s health, behavioral health, or criminal justice status immediately to BHRS, and/or the Conservator’s office and will collaborate to assist the client to resolve those issues.
- f. FSP providers will participate in outreach efforts to County behavioral health providers and local authorities/departments.

### **2. Quality Improvement Plan**

- a. FSP provider 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.
- b. The Quality Improvement Plan should address the following:
  - i. How the FSP provider will comply with all elements of this Agreement

- ii. Maintain an audit disallowance rate of less than five percent (5%)
- iii. First appointment will be within ten (10) days of referral or request of service.
- c. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements.
  - i. Additional feedback may be available if requested prior to the submission date.

### **3. County Observations**

- a. In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the FSP provider services at any time during regular business hours.
  - i. Personnel will not unreasonably interfere with the FSP provider's performance.

## **J. REPORTING & EVALUATION REQUIREMENTS**

The FSP provider will establish and utilize a comprehensive Data Collection and Reporting Plan to assure the County a consistently high level of data throughout the term of the FSP Contracts. FSP providers will be expected to submit to BHRS the Reporting and Evaluation Plan upon request for review.

### **1. FSP Outcomes**

- a. FSP providers will maintain accurate, timely reporting of outcome data to allow for monitoring of program's effectiveness and allow for continuous improvement strategies. The following are prioritized FSP outcomes:
  - i. Increased stable housing
  - ii. Reduced justice involvement
  - iii. Reduced utilization of psychiatric facilities
  - iv. Increased social connectedness
  - v. Improved Quality of life
  - vi. Meaningful Use of Time (e.g., employment, volunteering, education)

### **2. Reporting Requirements**

- a. FSP Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County FSP providers will report (at monthly intervals) state-required client data on caseload, units of service and other evaluation data to the BHRS Management Information System (MIS) Unit.
- b. Client registration will be completed within five (5) days of initial contact with the client.
- c. The data will become incorporated into a year-end report, which will include such information regarding - reporting, monitoring, and evaluation of FSP program.
- d. FSP providers will collect and report on data related to all enrolled AOT FSP clients:
  - i. For all court-ordered newly-referred AOT clients to Caminar, State-required set of data has to be entered into a data collection system (provided by a BHRS independent consultant) by the end of the first enrolled fiscal year
  - ii. Client satisfaction survey results on all AOT clients will be shared with BHRS AOT leadership annually.
- e. FSP providers will collect and report a list of consumers that are maintained in a locked setting (including SMMC, 3AB or other psychiatric facility, jail and/or prison) for more than 60 days, to be submitted to BHRS on a monthly basis.

- f. FSP providers will provide on a monthly basis a list of consumers that have had no contact with the FSP program (for any reason) for more than 45 days.

### **3. Data Collection**

- a. FSP providers will be expected to collect, data enter, manage and submit data as directed by BHRS to demonstrate FSP client outcomes, inclusive of guidelines set forth by DHCS.
- b. FSP providers will utilize the following FSP data collection tools as required by DHCS:
  - i. Partnership Assessment Form (PAF); to collect baseline information of clients including referral source, demographics and past history.
  - ii. Key Event Tracking (KET) Form; to track major events in the client status; *those which are best measured as the changes are occurring.*
    - a) These would be domains such as residential status for which all changes are relevant. For example, it is important to know when and to what type of residence a person moved, in order to count the days in different types of residences, as well as the progression toward more independent living over time. If residential status is only collected on an interim basis, e.g., annually, the resulting data are not very meaningful, nor useful.
  - iii. Quarterly Assessments (3M) Form; to collect current client status every three months.
    - a) This measure will produce quarterly summaries of the client's progress in important areas such as, education, financial support, legal status and issues, health status, substance use, and activities of daily living.
- c. FSP Team(s) will ensure the accuracy of their data.
- d. Data will be entered either directly into the DHCS maintained Data Collection and Reporting (DCR) system or the FSP provider's electronic healthcare record (EHR) system.
  - iv. If FSP provider will enter data directly into the DCR; FSP provider will participate in all pertinent DHCS training to ensure timely and accurate data entry.
  - v. If FSP provider will enter data into their agency's EHR system, FSP provider will have the ability to provide the data to BHRS in the format required by DHCS for XML batch data upload into the DCR.
- e. FSP providers will submit a year-end report by the fifteenth (15th) of August each fiscal year to the MHSA Manager that includes program narrative, success, challenges and clients' stories.

### **4. Evaluation Activities**

- a. FSP providers will be expected to collect data on a consistent basis to allow for annual evaluation reports and at any time as requested for any past time frame.
- b. BHRS will work with the FSP provider to ensure that any evaluation data collected includes client and family perspective in order to ensure meaningful interpretation and reporting of data.
- c. FSP providers will support facilitation of annual evaluation activities as determined by BHRS, which will include focus groups and/or key interviews of clients and families to assess the impact of FSP services.

### **5. Continuous Improvement**

- a. FSP providers will participate in and support all BHRS continuous improvement efforts as they relate to Adult and Older Adult FSP services.

- i. This will include quarterly data requests that will be shared with BHRS managers and Counties statewide to support statewide standardization efforts.
- b. FSP providers will assist BHRS in the formation and management of the Community Advisory Board, which will be a volunteer group of individuals that represent the interests of adults with serious emotional disturbances in San Mateo County.
  - ii. The Board will advise the FSP programs and provide ongoing direction about program policy, planning and development of Adult FSP services.

### **III. Submission Requirements**

#### **A. SUBMISSION DEADLINE**

Proposals must be electronically received by 4:00pm PST, on September 7, 2023 via Public Purchase (details below).

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

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

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

Late submissions will not be considered.

#### **B. PRE-SUBMISSION REGISTRATION**

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

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

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

#### **C. SUBMISSION VIA PUBLIC PURCHASE**

##### **1. Submit of Proposals:**

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

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

## **2. Electronic Submissions**

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

## **3. Conflicts between Certain Requirements**

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

## **4. Format**

Documents should be created in the following format:

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

## **Errors in Proposals**

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

## **D. TECHNICAL PROPOSAL (MAXIMUM OF 20 PAGES)**

The maximum page limit for your proposals should be 20 pages, not including attachments. NOTE: One (1) page of content is measured as 1-sided letter sized page. Pages that exceed the maximum page limit will not be reviewed or scored.

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

### **1. Introduction (up to 1 page)**

Submit a Letter of Introduction. The letter must contain:

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

### **Statement of Minimum Qualifications (up to 1 page)**

Describe how the agency meets the minimum qualifications as set forth in Section IV. Evaluation and Selection Criteria, A. Minimum Qualifications of this RFP.

- a. Submission of the MQ checklist does not negate the requirement to provide a detailed written response.

### **Service Implementation Proposal (up to 15 pages)**

Describe how you propose to perform the activities in Section II: SOW. Be detailed in addressing the following questions at minimum:

- a. How will you ensure that all FSP staff reflect the core values and principles? Include your Cultural Competence Plan and/or other relevant documents.
- b. How many FSP slots are you proposing to serve?
- c. How will your program meet the FSP program minimum service requirements (e.g., therapy, housing supports, supported employment/education, language assistance, etc.)?
  - a. What interagency and community collaborations do you have in place to provide access to additional supports available to FSP clients?
- d. What does a clinical workflow look like in your organization, from referral/enrollment through program completion?
  - a. How do you ensure appropriate after-hours access to services for clients and crisis supports as needed?
- e. Does your agency have policies and procedures in place for accessing flexible funding for your clients? If so, please include as an attachment.
- f. What does on-boarding of staff and ongoing training look like for your organization? Include your Staff Training Plan.
- g. How do you address staff shortages and staff retention?
- h. What quality assurance processes and metrics do you employ?
  - a. How do you ensure timely, accurate data is being utilized to inform service delivery and improvements?
  - b. What is your approach to improving revenue generation?

- i. Does your agency have an established Data Collection and Reporting Plan to support DHCS data reporting requirements?
  - a. How do you ensure staff are compliant and timely with data collection tools, data entry and reporting requirements?
  - b. What systems will be in place to ensure that up-to-date data is available regularly and at minimum on a quarterly basis?
- j. Describe any other services and activities that you proposed to provide, including schedule and ability to complete the program activities within the County's required time frame; innovations that your agency will provide for this program (e.g., efficiency, technology, and sustainability improvements).

**Agency Qualifications (up to 1 page)**

- a. Provide information on your agency's background and qualifications which addresses the following:
  - i. A brief description of the agency, as well as how any joint venture or subcontractors would be structured, listing each agency's responsibility of services
  - ii. A description of not more than three (3) programs similar in size and scope prepared by your agency including client, reference and telephone numbers, staff members who worked on each program, budget, schedule, and program summary.
  - iii. If joint venture or subconsultants are proposed, provide information on how they will be used in the program.

**Team Qualifications (up to 2 pages)**

Describe the FSP Wraparound Team(s) qualifications; include attachments (these do not count towards the 2 pages), e.g., organizational chart, team chart, resumes, etc.:

- a. Program team and reporting structure
- b. Lead program manager
- c. Each team member's role in the program
- d. Provide a brief description of the experience and qualifications of the program team members, including short resumes if necessary.

**Letters of Support & References (attachment)**

Provide letters of support and at least two references for the lead agency and lead program manager. Provide the name, address, and telephone number of at least 2 but no more than 3 recent clients (preferably other public agencies).

**Budget (use attached template)**

The County intends to award this contract to the agency that it considers will provide the best overall program services. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

**NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.**

## IV. Evaluation and Selection Criteria

### A. MINIMUM QUALIFICATIONS (MQS)

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract. Proposer is defined as the lead agency or joint venture that is proposing on this RFP.

#### 1. Minimum Qualifications

Proposers must meet the following:

- a. Minimum of 3 years of experience in providing comprehensive mental health services for target population described in this RFP.
- b. Minimum of 3 years of experience providing culturally responsive services to communities from diverse backgrounds.
- c. Demonstrate language ability and/or capacity to subcontract for interpretation services in the following threshold languages: Chinese (Mandarin and Cantonese), Spanish, and Tagalog.
- d. Fully compliant with Electronic Health Record (EHR) requirements of BHS including using AVATAR (preferred) or an alternative electronic, HIPAA approved method to share client information and notes, an electronic claim submission process and a system for quality assurance.
- e. Medi-Cal certified by July 1, 2023 (if not already). Submit documentation of one of following:
  - i. Medi-Cal certification approval from San Mateo County
  - ii. Medi-Cal certification approval from another California county (DPH will accept Medi-Cal certification from other counties as written documentation for meeting this requirement); or
  - iii. Proposers must include a copy of their certification approval letter or provisional certification letter or proof of submission for certification; or 4) a copy of the DPH Medi-Cal Certification Screening Tool.
- f. Proposer is registered and in good standing with [SAM.gov](https://www.sam.gov)
  - i. In order for an agency to pass the minimum qualifications and to be considered for contract award the agency will be in good standing with Federal Government agencies and the State of California. Agencies that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

### B. SELECTION CRITERIA

The proposals that meet the minimum requirements stated in section IV. A. Minimum Qualifications of this RFP will be reviewed and scored by an RFP Evaluator Panel comprised of subject matter experts.

The County intends to evaluate the proposals generally in accordance with the criteria itemized below for a total proposal score of up to 100 points. Agencies with the highest scoring proposals may be interviewed to make the final selection.

**1. History and Structure of Proposer (up to 10 points)**

- a. Agency has expertise in delivering services to adults and older adults with serious mental illness and complex comorbidities, as described in this RFP.
- b. Agency has demonstrated record of positive community collaboration with clients, families and organizations that provide additional supports to them.
- c. Agency’s track record in contract compliance, including accounting and record-keeping requirements.

**Philosophy and Service Model (up to 20 points)**

- a. Proposal demonstrates understanding and commitment to the intent of the FSP services, as described in the RFP.
- b. Philosophy matches the Values and Principles (i.e., community-based, encourages client participation, integrated care, whole person care, cultural responsiveness, trauma-informed, recovery-oriented, prioritizes lived experience, peer supports and family engagement), as described in the RFP.
- c. The service implementation proposal is comprehensive and addresses the FSP minimum service requirements (e.g., therapy, housing supports, supported employment/education, language assistance, etc.)
- d. The clinical workflow is comprehensive and addresses the flow from referrals through program completion, including after-hours access to clients.

**Staffing Patterns and Training (up to 15 points)**

- e. Staffing plan is responsive to team-based model and service needs, as described in the RFP.
- f. Staff reflect the values of the FSP services and key staff have direct experience with providing FSP services.
- g. Staffing patterns including staff to client ratio are adequate.
- h. The Staff Training Plan addresses on-boarding, credentialing, and ongoing training of staff.
- i. There is a plan to address staff challenges related to vacancies, recruiting, hiring and retention of staff.
- j. Resumes of key staff were provided.

**Cultural Humility (up to 10 points)**

- k. Culturally responsive, trauma-informed, and alternative models of care are embedded in the proposed service model.
- l. A Cultural Competence Plan and/or other relevant documents were included to ensure that services and staff reflect the core values and principles.
- m. Other areas of strength, in serving culturally diverse populations.

**Quality Improvement/Program Evaluation (up to 10 points)**

- n. The Quality Improvement Plan addresses all requirements of FSP services and describes processes and metrics necessary to ensure outcome-based services and continuous improvement objectives.
- o. The Data Collection and Reporting Plan addresses all FSP data collection, data entry and reporting requirements and describes the systems in place to support staff compliance.

**References (up to 10 points)**

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

**Budget (up to 25 points)**

- r. The budget aligns with available resources.
- s. There is detailed and clear explanation of the service costs, the costs are realistic and include other revenue sources.
- t. The service proposal leverages external resources to maximize services and additional supports for clients.
- u. There are no gaps in the budget.

## **V. Instructions to Proposers**

### **A. PRE-PROPOSAL CONFERENCE**

Proposers are encouraged to attend a pre-proposal conference on August 16, 2023, at 1:30pm PST. RSVP to [lhua@smcgov.org](mailto:lhua@smcgov.org) no later than August 14, 2023 if you plan to attend and to receive a meeting invite emailed directly to you.

All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please post them on Public Purchase.

All attendees must be pre-registered by contacting Lynn Hua, Contracts Administrator at [lhua@smcgov.org](mailto:lhua@smcgov.org).

### **B. COMMUNICATIONS**

- 1.1 As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- 1.2 Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

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

### **C. CONTRACT AWARD**

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

#### **1.1 Award Procedure**

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

#### **1.2 Notice of Intent to Award**

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

### **1.3 Commencement of Performance**

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

## **VI. VI. Terms and Conditions for Receipt of Proposals**

### **A. ERRORS, OMISSIONS AND INQUIRIES REGARDING THE RFP**

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

Inquiries regarding the RFP should be lodged in Public Purchase.

### **B. OBJECTIONS TO RFP TERMS**

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

### **C. ADDENDA**

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer will be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

### **D. TERM OF PROPOSAL**

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

### **E. REVISION OF PROPOSAL**

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

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

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

## **F. ERRORS AND OMISSIONS IN PROPOSAL**

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

## **G. WITHDRAWAL OF PROPOSALS**

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

## **H. NO COMMITMENT**

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

## **I. FINANCIAL RESPONSIBILITY**

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

## **J. ESTIMATED QUANTITY**

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

## **K. PUBLIC RECORD**

### **1. General**

1.1 All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.

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

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

## **2. Confidential Information**

- 2.1 The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- 2.2 If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as “CONFIDENTIAL”. If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- 2.3 Failure to seek a court order protecting information from disclosure within ten days of the County’s notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- 2.4 Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- 2.5 Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

## **L. RESERVATIONS OF RIGHTS BY THE COUNTY**

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

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials,

equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;

- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

#### **M. NO WAIVER**

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

#### **N. COOPERATIVE AGREEMENT (PIGGYBACK)**

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

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

## **VII. VIII. Protest Procedures**

### **A. PROTEST OF NON-RESPONSIVENESS DETERMINATION**

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

### **B. PROTEST OF CONTRACT AWARD**

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

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

### **C. DELIVERY OF PROTESTS**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protests@smcgov.org  
Subject: RFP Name and Number

**VIII. Appendix A – Minimum Qualifications Checklist**

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

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

**Minimum Qualifications**

Proposals will be accepted only from agencies that meet the following required qualifications. Please check box if your agency meets these qualifications:

- Minimum of 3 years of experience in providing comprehensive mental health services for target population described in this RFP.
- Minimum of 3 years of experience providing culturally responsive services to communities from diverse backgrounds
- Demonstrates language ability and/or capacity to subcontract for interpretation services in the following threshold languages: Chinese (Mandarin and Cantonese), Spanish, and Tagalog.
- Fully compliant with Electronic Health Record (EHR) requirements of BHS including using AVATAR (preferred) or an alternative electronic, HIPPA approved method to share client information and notes, an electronic claim submission process and a system for quality assurance
- Medi-Cal certified by July 1, 2023 (if not already). Submit documentation of one of following:
  1. Medi-Cal certification approval from San Mateo County
  2. Medi-Cal certification approval from another California county (DPH will accept Medi-Cal certification from other counties as written documentation for meeting this requirement); or
  3. Proposers must include a copy of their certification approval letter or provisional certification letter or proof of submission for certification; or 4) a copy of the DPH Medi-Cal Certification Screening Tool.

**Required Registration**

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

- Proposer is required to be in good standing with <https://sam.gov/SAM/>
  1. Registered as **Business Name**
  2. DUNS No. **Business Number**:

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

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

Date: Click or tap to enter a date.

## Appendix B: Budget Worksheet

San Mateo County Behavioral Health and Recovery Services Budget Worksheet					Yr. 1	Yr 2	Yr 3
<b>A. Direct Expenditures</b>							
<b>1. Personnel Expenditures</b>							
a. Employee Salary – list all employees							
i. Executive Director, salary, % of time							
ii. Employee 1, title, salary, % of time							
iii. Employee 2, title, salary, % of time							
iv. Employee 3, title, salary, % of time							
b. Subtotal of all salaries							
c. Employee Benefits							
i. Part time benefits							
ii. Full time benefits							
iii. Subtotal of benefits							
d. Subtotal Personnel Expenditures							
<b>2. Operating Expenditures</b>							
a. Rent							
b. Utilities							
c. Administrative Expense							
i. General Office Supplies (paper, toner, postage, etc.)							
ii. Janitorial							
iii. Staff development (training, conferences, meetings)							
iv. Insurance							
v. Equipment maintenance							
vi. Other - describe							
d. Telephone, cell phones, fax, voicemail							
e. Web/internet (if applicable)							
f. Other operating expenses – describe in budget narrative							
g. Subtotal Operating Expenditures							
<b>3. Total Direct Expenditures</b>							
<b>4. Indirect Expenditures (15%)</b>							
a. Human Resources							
b. Finance							
c. Information Technology							
d. Legal							
e. Other -describe							
<b>C. Revenues – if applicable</b>					<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>
a. Grants							
b. Donations							
c. Other Revenue							
<b>Total Revenues</b>							
<b>D. Start-Up Costs (describe in budget narrative)</b>							
a.							
b.							
c.							
d. Subtotal One-Time Start-Up Costs						N/A	N/A
<b>E. Total Proposed Budget</b>							

# APPENDIX C



SAN MATEO COUNTY HEALTH  
**BEHAVIORAL HEALTH  
& RECOVERY SERVICES**

## MHSA FULL SERVICE PARTNERSHIP (FSP) ANNUAL REPORT

Please complete the following report by August 31st for the 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), narrative should be in third person** to facilitate the aggregate reporting, transferring of graphs/tables into the MHSA Annual Update that we submit to the State of California.

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

**5a. Successes:** Is there an 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?

## 5. UNDUPLICATED CLIENT INFORMATION & DEMOGRAPHICS

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

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

## OUTCOME DATA & PROGRAM IMPACT

**N/A:** Full Service Partnership (FSP) data is analyzed by an independent consultant, American Institute for Research based on collected and submitted Participant Assessment Forms (PAF), Key Event Tracking (KET) Forms and Quarterly 3-Month (3M) Forms.

*\*Please reach out to Doris Estremera, MHSA Manager (650)573-2889, if you have any questions.*



## ENCLOSURE 1

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

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

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

\* \* \*

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

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

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

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

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

Exhibit A—Services

Exhibit B—Payments and Rates

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

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

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

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

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

#### **3. Payments**

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

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

#### **4. Term**

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

#### **5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless**

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **a. General Requirements**

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

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

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

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

**c. Liability Insurance**

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

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

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

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

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

**11. Compliance With Laws**

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

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

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

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

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

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

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

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

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. Merger Clause; Amendments**

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

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

**18. Electronic Signature**

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

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

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

\* \* \*

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

[CONTRACTOR NAME]

\_\_\_\_\_

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

## ENCLOSURE 2 – STANDARD ADMINISTRATIVE REQUIREMENTS

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

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

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

C. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

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

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

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

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

#### 4. Critical Incident Reporting

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

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

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

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

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

a. Office of Inspector General

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

b. California Department of Health Care Services

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

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

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

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

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

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

#### 7. Fingerprint Compliance

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

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

#### D. Cultural Competency

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

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

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

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

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

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

## I. Payment

### 1. Maximum Obligation

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

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

### 2. Rates

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

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

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

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

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

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

**AOD:**

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

**ALL OTHER CONTRACTS:**

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

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

R. County May Withhold

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

S. Inadequate Performance

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

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

T. Claims Certification and Program Integrity

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

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

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

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

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

Agency \_\_\_\_\_”

### ENCLOSURE 3

#### NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE

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

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

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

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

Sincerely,

Behavioral Health & Recovery Services Contracting Department

**ORDINANCE NO. .**

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

\* \* \* \* \*

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

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

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

**2.88.010 Findings and purpose**

The Board of Supervisors finds and determines:

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

## 2.88.020 Definitions

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

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

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

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

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

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

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

**2.88.040 Living Wage Rate**

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

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

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

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

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

### **2.88.060 Employee Remedies**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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**DEFINITIONS**

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

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

**OBLIGATIONS AND ACTIVITES OF CONTRACTOR**

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

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

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

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

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

### **OBLIGATIONS OF COUNTY**

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

### **PERMISSABLE REQUESTS BY COUNTY**

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

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

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

### **MISCELLANEOUS**

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

## ENCLOSURE 7 – ATTACHMENT E

### FINGERPRINTING CERTIFICATION

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

For the purposes of this chapter:

#### **Sections:**

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

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

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

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

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

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

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

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

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

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

state in which the employee is a resident.

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

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

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

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

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

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

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

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

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement.

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

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

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

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

**2.84.030 - Application of chapter.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.84.050 - Date of application.**

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

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

**Chapter 2.85 - CONTRACTOR  
EMPLOYEE JURY SERVICE**

**Sections:**

**2.85.010 - Definitions.**

**2.85.020 - Contractor jury service policy.**

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

**2.85.040 - Date of application.**

**2.85.010 - Definitions.**

For the purposes of this chapter:

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

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

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

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

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

**2.85.020 - Contractor jury service policy.**

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

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

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

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

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.85.040 - Date of application.**

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

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

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

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

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

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

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

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

---

Name of 504 Person - Type or Print

---

Name of Contractor(s) - Type or Print

---

Street Address or P.O. Box

---

City, State, Zip Code

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

---

Signature

---

Title of Authorized Official

---

Date

\*Exception: DHHS regulations state that:

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