REQUEST FOR PROPOSALS NO. 66000-1415-074

Blood Blank Information System

County of San Mateo
San Mateo Medical Center

Date: January 13, 2015

Responses Must be Received by 1:00 p.m. on Tuesday, February 17, 2015.
REQUEST FOR PROPOSALS
FOR
Blood Bank Information System

Proposals must be submitted to:

San Mateo Medical Center
Materials Management
Attn: Sau Vong & Ron Keating
222 W. 39th Avenue
San Mateo, CA 94403

By 1:00 P.M. PST on
February 17, 2015

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

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

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

(RFP template rev. 3/12)
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SECTION I - GENERAL INFORMATION

STATEMENT OF INTENT
As outlined in more detail in Section IV, below, this Request for Proposals (RFP) seeks a provider to provide a blood bank application for San Mateo Medical Center’s laboratory, including installation and forward upgrades. The target commencement date and term for the proposed services is April 1, 2015 through March 31, 2018, subject to negotiation of a final agreement.

BACKGROUND
San Mateo Medical Center ("SMMC" or the “Department”), a public hospital and clinic system, is a fully-accredited 509 bed acute and long term care facility which provides emergency, acute medical/surgical, and psychiatric patient services and a full range of outpatient services to all San Mateo County residents. Under current blood management protocols an average of 70 units of blood are issued monthly.

SMMC manages and maintains:
• Outpatient clinics throughout San Mateo County including OB/GYN
• Long Term Care units, on- and off-site (including Burlingame Long Term Care)
• Relationships with approximately 125 physicians
• Relationships with more than 1,700 other employees

Mission: SMMC's mission is to open doors to excellence in healthcare.

Vision: To be recognized as the best public health hospital and clinic system, noted for:
• Holistic care-body, mind, and spirit
• Being an employer of choice, with a waiting list of candidates for employment
• The effective use of technology
• Research, education, and continuous improvement
• Best practices-including clinical quality and the highest and best use of resources
• A culture of service, innovation, satisfaction, and safety
• Timely access to care
• Maintaining an integrated delivery system
• Cultural competency
• Community care management with chronic disease management programs
• A robust and compelling philanthropy program
• Financial strength
• Improving health for the community

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Values:  SMMC’s core values are:

- Service: The purpose and focus of all we do is to serve our patients, our community and each other.
- Dignity: We respect each other and those we serve.
- Integrity: We are honest and accountable in all that we do.
- Innovation: We are proactive and responsive to an ever-changing environment.
- Excellence: We aspire to be the best at what we do.

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

SECTION II - RFP PROCEDURE
This section describes the general RFP procedure used by the Department, and the remaining sections of this RFP list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Release Date</td>
<td>January 13, 2015</td>
</tr>
<tr>
<td>2. Deadline to Submit Written Questions – Questions Must be RECEIVED by 1:00 p.m. on This Date</td>
<td>January 27, 2015</td>
</tr>
<tr>
<td>3. Release of Responses to Written Questions</td>
<td>February 3, 2015</td>
</tr>
<tr>
<td>4. Proposal Deadline – Proposals Must be RECEIVED by 1:00 p.m. on This Date</td>
<td>February 17, 2015</td>
</tr>
<tr>
<td>5. Estimated date to execute an agreement</td>
<td>April 2015</td>
</tr>
</tbody>
</table>

B. SUBMISSION OF PROPOSALS
Proposal: One (1) original and five (5) copies in hardcopy format and one electronic copy (in PDF format, sent on CD or USB media) must be received and date stamped by the Department no later than 1:00 p.m. on Tuesday, February 17, 2015 as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals should be in the format required in Section V.A, below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County,
although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

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

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

All proposals must be delivered as required by Section V.A, below, to:

San Mateo Medical Center
Materials Management
Attn: Sau Vong & Ron Keating
222 W. 39th Avenue
San Mateo, CA 94403

Upon receipt by the Department, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The Department, which is part of the County of San Mateo, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.
If the County/Department receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County/Department and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

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

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Department and/or County management by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for April 2015.

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

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully managing other contracts with public or private agencies
5. Ability to meet any required timelines or other requirements
6. Claims and violations against you or your organization
7. Cost to the County for the primary services described by this RFP
8. Cooperative purchasing options (if any) and cost of possible additional services
9. References
10. Compliance with County RFP & contractual requirements

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

Note that the County reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The County reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the County are served by doing so.

E. PROPOSAL RECOMMENDATION

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

F. NOTICE TO PROPOSERS

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

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Chief Operating Officer as outlined below as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

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

Chief Operating Officer
jthomas@smcgov.org
Facsimile: 650-573-2030

SECTION III – GENERAL TERMS AND CONDITIONS

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

2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Department’s needs, which must be met.

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

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

5. **Questions and Response Process.** Submit all questions relating to this RFP by one of three methods:

   A. **Mailed to:** San Mateo Medical Center
      Attn: Sau Vong & Ron Keating
      222 W. 39th Avenue
      San Mateo, CA 94403

   B. **E-mailed to:** svong@smcgov.org and rkeating@smcgov.org
All questions must be received no later than 1:00 p.m. on Tuesday, January 27, 2015.

All questions and answers will be posted on the Department website at www.sanmateomedicalcenter.org/content/rfp.htm.

The Department may, at its option, email prospective proposers with the questions and answers in addition to posting them on the website listed above. If you wish to receive such notice, you may email Sau Vong and Ron Keating at the email address above before you submit a proposal.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer’s failure to do so will not provide a ground for protest.

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

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

Modifications or clarifications to the RFP will be posted to the Department website as outlined in Section III.5, above, without divulging the source of the request for same. The Department may, at its discretion, also give electronic notice by email to all parties who have notified the Department of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the Department website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

7. **Selection of Vendor(s).** The selection of a vendor will be memorialized in the form of a “County Agreement with Independent Contractor” (see the sample
template at Section VI, Enclosures, below), authorized by a resolution of the County Board of Supervisors and signed by both parties.

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

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

8. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosure 3.

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

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

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

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

Proposers should submit questions or concerns about the process as outlined in
Section III.5, above. The proposer should not otherwise ask any
County/Department employees questions about the RFP or related issues, either
orally or by written communication, unless invited to do so.

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

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

**SECTION IV – SCOPE OF WORK**

Description:

SMMC’s current average daily census is 130.
Blood Bank software application FDA approved for integration with Siemens Novius Lab LIS V27.1. Current application installed is HCLL Mediware. Contract terms must include interface terms, initial validation scripts and support for installation, completion time within first 6 months of delivery, and three year renewable maintenance and support agreement with terms including delivery of and installation support for upgrades. Five Licensed users with 3 concurrent users.

Conditions of maintenance and support: Ongoing maintenance and support contracts must include delivery and installation of software upgrades and service packs (including critical software fixes, security updates, FDA updates, and any other general release updates). Vendor supplied scripts for ongoing validations (both initially and ongoing) will be supported by our own staff along with professional services (additional fees must be listed if any). Annual support includes minimally M-F help desk with 30 day ticket resolution, continual research and development of software, delivery and installation of software release versions.

RFP does not include interfacing of equipment or server. Existing server is Windows 2008 Virtual Machineware. RFP does include interfacing with Siemens Invision for patient accounting and migration of existing patient records.

If vendor provides ticket based support for time/materials please list estimated fixed bid rates.

RFP requires demonstration of application to lab committee.

Annual maintenance and support may not exceed CPI Urban at any time.

The annual number of blood bank tests performed is approximately 6800 annually which is significantly reduced with proactive blood management in the hospital electronic medical record. The blood bank issues only 700 RBC units, 70 platelets, and 90 FFP units annually. There number of technologists using the system is 10 and the suggested bid license would be not more than 3 concurrent users.

Additional information required to be included in proposals:

1.) How many outstanding product enhancement requests do you currently have in queue?
2.) Who provides hardware maintenance? Who do we call for repairs?
3.) Support and Maintenance fees must include ISBT maintenance.
4.) What initial and ongoing user training is provided? Where?
   What initial and ongoing configuration training is provided?
5.) Are there regional or national user groups/meetings?
6.) Which screens are customizable by user?
7.) List several examples of custom programming that you have successfully implemented and the median time of delivery.
**Length of Agreement:** The anticipated duration of the agreement will be for three years.

**SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

**A. General Instructions**

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

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

*One (1) original and five (5) copies in hardcopy format and one electronic copy (in PDF format, sent on CD or USB media).*

**B. Cover Letter**

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

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

**C. Specified Content and Detailed Sequence of Information in the RFP**

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

**D. Tabbing of Sections**

Be sure your proposal is properly tabbed using the following sections:

**TAB 1 Firm Qualifications and Experience:**
a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

b. How many full time employees (FTEs) do you plan to assign to this project if you are selected?

c. How many people in total are employed by your company? Please delineate between employees and consultants.

d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

**TAB 2 Proposed Approach:**

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

a. Describe how you will fulfill the needs of the Department included in this RFP. Please attach a project plan, if appropriate.

b. List your needs for physical space and/or equipment at the Department during this engagement, if any, aside from space or equipment that would be provided by the Department as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).

c. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.

d. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the Department to assess the services you will provide.

e. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance the Revenue Cycle for the Department.

**TAB 3 Customer Service:**

a. How will your services meet the needs of the Department's customers and/or the public?
b. In the event of a routine problem, who is to be contacted within your organization?

c. In the event of the identification of a problem by the Department, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims and Violations Against Your Organization:**

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

**TAB 5 Cost to the Department for Primary Services:**

a. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.

b. Is travel time to the Department expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.

**TAB 6 Cooperative Purchasing and Cost of Possible Additional Services:**

a. Indicate if the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request (Yes/No). Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.

b. List any additional services to the current service plan that you foresee could come up, if any, and list the proposed costs for such services.

**TAB 7 References:**

a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

b. Provide at least three client/patient references, if applicable and appropriate, for whom you provide more than occasional services. Include names and phone numbers for these individuals.

**TAB 8 Statement of Compliance with County Contractual Requirements:**

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

- The County non-discrimination policy;
- The County equal employment opportunity requirements;
- County requirements regarding employee benefits;
- The County jury duty ordinance;
The hold harmless provision;
County insurance requirements;
The requirements of Exhibit E (if attached); and
All other provisions of the standard contract.

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

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

**PLEASE NOTE:** The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, the Department will work with the selected vendor to draft a vendor-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in this section.

**SECTION VI - ENCLOSURES**

Enclosure 1. Standard County Agreement with Independent Contractor

Enclosure 2. Standard County Agreement – Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 3. Equal Benefits Program – Frequently Asked Questions

Enclosure 4. Exhibit E - Corporate Compliance Code of Conduct

Enclosure 5. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

Enclosure 6. HIPAA Attachment H
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
[Contractor name]

THIS AGREEMENT, entered into this _____ day of _______________, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and [Contractor name here], hereinafter called “Contractor”;

W I T N E S S E T H:

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

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

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO 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
   Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
   Attachment H—HIPAA Business Associate Requirements (**complete HIPAA checklist if unsure and delete if not needed; contact County Counsel with questions**)
   Attachment I—§ 504 Compliance
   Attachment IP – Intellectual Property (**if the IP Attachment does not apply to this contract then delete this line**)  

2. **Services to be performed by Contractor**
In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. **Payments**
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed [Write out amount] ($Amount).
4. **Term and Termination**  
Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year], through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head], or his/her designee at any time without a requirement of good cause upon thirty (30) days’ written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. **Availability of Funds**  
County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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.

6. **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.

7. **Hold Harmless**  
7.1 **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.

7.2 **Intellectual Property Indemnification.**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 (“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 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; (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.

8. **Assignability and Subcontracting**
Contractor shall not assign this Agreement or any portion thereof 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.

9. **Insurance**
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.

(1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.

(2) **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 by 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 amount specified below.

Such insurance shall include:
(a) Comprehensive General Liability $1,000,000
(b) Motor Vehicle Liability Insurance $1,000,000
(c) Professional Liability $1,000,000

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

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

10. 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 handicap 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.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations (“Title 22”), the facility retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a “qualified professional person” as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that Contractor 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.

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

11. **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 handicapped individual 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 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.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☐ Contractor complies with Chapter 2.84 by:

☐ offering the same benefits to its employees with spouses and its employees with domestic partners.

☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor’s cost of providing the benefit
to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees’ spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. **Discrimination Against Individuals with Disabilities.** The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. **Violation of Non-discrimination provisions.** 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 bidding on 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 examine Contractor’s employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. **Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County’s Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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.”

13. **Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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.

14. **Merger Clause & Amendments**
This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

15. **Controlling Law and Venue**
The validity of this Agreement and of its terms or provisions, 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 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.

16. **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:
Address
Telephone:
Facsimile:
Email:
In the case of Contractor, to:

Name/Title: ____________________________
Address: ______________________________
Telephone: ____________________________
Facsimile: _____________________________
Email: ________________________________

17. Electronic Signature
If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: ________________________________
President, Board of Supervisors, San Mateo County

Date: ____________________________

ATTEST:

By: ________________________________
Clerk of Said Board
Exhibit A

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

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:
ATTACHMENT I
Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "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:

Name of Contractor(s):

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."
SAN MATEO COUNTY
EQUAL BENEFITS PROGRAM
FREQUENTLY ASKED QUESTIONS

On February 13, 2001, the Board of Supervisors of San Mateo County passed Ordinance NO. 04026, an Ordinance adding Chapter 2.93 to the San Mateo Ordinance Code to provide for nondiscrimination by County contractors in the provision of employee benefits. Employee benefits routinely comprise a significant proportion of total employee compensation, and discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay. This Ordinance mandates that contractors provide to employees with domestic partners benefits equal to those provided to employees with spouses.

WHO is affected by this law?

Contractors: Any contractor entering into or amending an existing Agreement with San Mateo County after July 1, 2001 for public works, consulting, or other services, or for the purchase of supplies, material, or equipment in excess of $5,000 must offer equal benefits to their employees.

Subcontractors: Subcontractors are not required to comply with this Ordinance. (Note: Per 2.93.020 (b) 6. A contract may be terminated 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.

WHO is the “Contracting Awarding Authority”?

The Contract Awarding Authority is the San Mateo County Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

WHAT benefits are included?

The law applies to all benefits, other than pension benefits, that a contractor provides to employees because they have a spouse (e.g., sick leave to care for a spouse) and all benefits offered directly to such spouses (e.g. medical insurance). The law requires that an equivalent benefits package be offered to employees with domestic partners. In some circumstances, equivalent but different (e.g. cash) benefits may be substituted.

Benefits include but are 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.

WHAT is a domestic partner?

A domestic partner means any person who is registered as a domestic partner with the Secretary of State, State of California registry, or the registry of the state in which the employee is a resident.
A domestic partner shares a common residence, is jointly responsible for each other's basic living expenses, is not married or a member of another domestic partnership, is not related by blood in a way that would prevent us from being married to each other in this state, is over 18 years of age, and is capable of consenting to a domestic partnership.

**WHAT if a contractor is unable to offer benefits equally?**

A contractor can comply if it pays a cash equivalent equal to the contractor's cost of providing the benefit to an employee's spouse.

If the contractor's actual cost of providing a benefit for a domestic partner exceeds the cost of providing the benefit for a spouse, under the ordinance, the employee with the domestic partner may pay the excess cost.

**WHAT if a contractor does not comply with the Equal Benefits Ordinance?**

If the contractor does not comply the San Mateo County Board of Supervisors can impose sanctions, including but not limited to:

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

**WHAT is the jurisdiction of the Ordinance in terms of the location of a contractor's operations?**

The Ordinance applies to those portions of a Contractor's operations that occur within the County; on real property outside the County if the property is owned by the County or the County has the right to occupy the property, and if the Contractor's presence at that location is connected to a contract with the County; and elsewhere in the United States where work related to a County Contract is being performed.

**WHEN does compliance begin if the contractor has a collective bargaining agreement?**

If the contract is awarded or amended after July 1, 2001 and the contractor is under a collective bargaining agreement, the Equal Benefits Ordinance will apply to any contract awarded or amended after the effective date of the next collective bargaining agreement.

**WHEN may the requirements of the Equal Benefits Ordinance be waived?**

The Board of Supervisors may waive the requirements of this Ordinance when it determines that it is in the best interest of the County. The County Manager may waive the requirements for contracts not needing the approval of the Board of Supervisors where the waiver would be in the best interest of the County for such reasons as, but not limited to:
The award of a Contract or amendment is necessary to respond to an emergency.

The contractor is the sole source.

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

The requirements are inconsistent with a grant, subvention or agreement with a public Agency.

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

**WHERE do I file a complaint if my employer does not comply with the Equal Benefits Ordinance?**

If you wish to file a complaint against your employer, contact: County Counsel, 400 County Center 3rd. Floor, Redwood City, CA. 650-363-4250.
EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the “Undersigned”) recognizes and is fully dedicated to advancing SMMC’s commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC’s policies and procedures relating to SMMC’s Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC’s Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC’s Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

(rev 5/09)
The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC’s compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

TO REPORT VIOLATIONS, CALL THE COMPLIANCE HOT LINE: (800) 965-9775

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

______________________________
Name of Person/Entity (the “Undersigned”)

______________________________
Signature and Printed Name

______________________________
Date
Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

Sections:

2.84.010 - Definitions.

2.84.020 - Discrimination in the provision of benefits prohibited.

2.84.030 - Application of chapter.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

2.84.010 - Definitions.

For the purposes of this chapter:

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

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

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

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

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

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.
Enclosure 5. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

(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.
Enclosure 5. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

(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;
Enclosure 5. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

(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.
Enclosure 5. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

(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:
Enclosure 5. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

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

DEFINITIONS

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

a. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

b. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

c. Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).


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


OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.

e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designated 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 makes its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the
Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

OBLIGATIONS OF COUNTY

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

PERMISSABLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS