

NOTICE OF REQUEST FOR QUOTATIONS OPPORTUNITY

Dear Prospective Proposer,

The Public Health, Policy & Planning Division of the San Mateo County Health System is soliciting quotations from any and all qualified agencies or individuals to provide program evaluation services. The San Mateo County Health System seeks support in the completion of developing a program evaluation framework for Get Healthy San Mateo County, a collaborative of community, County, city, school, hospital, and San Mateo County Health System members. This will involve developing a logic model, evaluation plan, and data collection plan.

The Request for Quotations (RFQ) for these services is available electronically by contacting Corina Chung at cochung@smcgov.org. If required, paper copies of the RFQ may be requested.

The deadline for submitting a quote is 5:00 pm on Friday, October 20, 2017.

Sincerely,

Corina Chung, MS
Epidemiologist II
Public Health, Policy & Planning



REQUEST FOR QUOTATIONS



Get Healthy San Mateo County

Program Evaluation

RFQ Number: HPP2017-02

County of San Mateo Health System

Release Date: September 5, 2017

Responses must be Received
by 5:00 p.m. Pacific Standard Time
on October 20, 2017

REQUEST FOR QUOTATIONS
FOR
Get Healthy San Mateo County Program Evaluation

Proposals must be submitted electronically to:
San Mateo County Health System
Attn: Corina Chung
Epidemiologist II
cochung@smcgov.org

By 5:00 p.m. Pacific Time on October 20, 2017

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

TABLE OF CONTENTS

<u>SECTION I – GENERAL INFORMATION</u>	4
<u>A. STATEMENT OF INTENT</u>	4
<u>B. THE REQUEST FOR QUOTATIONS PROCESS</u>	4
<u>SECTION II – SCOPE OF WORK</u>	4
<u>A. DESCRIPTION</u>	4
<u>B. ADDITIONAL REQUIREMENTS/CONSIDERATIONS</u>	6
<u>SECTION III – GENERAL TERMS AND CONDITIONS</u>	7
<u>SECTION IV – REQUEST FOR QUOTATIONS</u>	8
<u>A. TENTATIVE SCHEDULE OF EVENTS</u>	8
<u>B. SUBMISSION OF RESPONSES</u>	8
<u>C. RESPONSE REVIEW AND SELECTION</u>	8
<u>SECTION V – RESPONSE SUBMISSION REQUIREMENTS</u>	9
<u>A. GENERAL INSTRUCTIONS</u>	9
<u>B. COVER LETTER</u>	9
<u>C. RESPONSE CONTENT AND FORMAT</u>	9
<u>SECTION VI – ENCLOSURES</u>	12

SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this RFQ seeks responses from any and all qualified agencies or individuals to provide program evaluation services. The San Mateo County Health System seeks support in the completion of developing a program evaluation framework for Get Healthy San Mateo County, a collaborative of community, County, city, school, hospital, and San Mateo County Health System members. This will involve developing a logic model, evaluation plan, and data collection plan. The tentative target start date and term for the proposed services is late 2017 to early 2018, subject to negotiation of a final agreement.

B. THE REQUEST FOR QUOTATIONS

The County of San Mateo seeks by way of this RFQ to obtain quotes from all qualified providers who have knowledge and expertise with providing program evaluation services, or similar services, indicated. Agencies or individuals 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 respondent's personnel and equipment resources.

Respondents must demonstrate the ability to provide services beginning in late 2017, or within reasonable time given start-up needs that are well justified in their quote.

Respondents should submit only one quote, but may be a participant on more than one response.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

Organization and Project Background

Health begins where people live, learn, work, and play. Get Healthy San Mateo County (SMC) is a local collaborative of community-based organizations, County agencies, cities, schools, and hospitals working together to advance policy change to prevent diseases and ensure everyone has equitable opportunities to live a long and healthy life. The collaborative is facilitated by the San Mateo County Health System, Health Policy and Planning team and works to advance policies to prevent disease and ensure equitable opportunities to live long and healthy lives.

Get Healthy SMC is currently focused on four areas of work:

- 1) Stable and affordable housing protects health and provides the ability to engage in healthy opportunities.
- 2) Complete neighborhoods make it easy for residents to be healthy every day in their own communities.
- 3) High quality education creates pathways to better health.
- 4) Strong local economy builds household financial security for all and promotes everyone's health

Get Healthy SMC works across disciplines to improve places and build healthy, equitable communities. To promote healthy places, we need to adopt policies which prioritize health and equity. Below are the key strategies for implementing Get Healthy SMC's mission and priorities:

- Policy: provide evidence-based policy tools to change the places where people live, work, and learn to improve health outcomes and advance health equity
- Planning: engage in relevant city and community planning processes
- Community implementation funding: release annual funding opportunities for place-based primary prevention and health equity efforts
- Research: create toolkits and publications with the latest research and emerging best practices
- Capacity building: offer technical assistance and support to organizations and agencies
- Communication: regularly share information and opportunities to get involved, conduct public education and engage the community decision-making processes

In 2015, Get Healthy SMC produced [Strategies for Building Healthy, Equitable Communities](#), a strategic plan for 2015 to 2020. The process to develop a new strategic plan included reviewing local data and best practices and extensive community engagement to identify a collective vision for a healthy, equitable San Mateo County. Nearly 400 community members provided input through workshops, multi-lingual surveys, and focus groups, along with the Get Healthy Advisory Council.

To learn more about the Get Healthy SMC strategic plan, visit www.gethealthysmc.org/strategic-plan.

Project Description

The San Mateo County Health System seeks support to develop a program evaluation framework for Get Healthy SMC. The contractor will work with Health Policy and Planning staff to collect information in order to complete the following deliverables:

Logic Model: The contractor will develop a logic model based on Get Healthy SMC's mission, strategic plan and priorities around Healthy Housing, Healthy Neighborhoods, Healthy Schools, and Healthy Economy. The logic model could include inputs, activities, outputs, outcomes, and/or impacts.

Evaluation Plan: The contractor will develop an evaluation plan. The plan could measure inputs, processes, outputs, outcomes, and/or impacts of Get Healthy SMC.

Data Collection Plan: The contractor will develop a data collection plan to collect data on measures identified in the evaluation plan. The data collection plan will document data sources, methods used to collect data, location of where data collected will take place, frequency of data collection, staff responsible for collecting data, and other components necessary to implement the evaluation plan.

Qualifications

Knowledge and Skills:

- Advanced skills in program evaluation
- Advanced understanding of policy and policy advocacy to advance health equity; the intersection between place and health; knowledge of principles of equity and how place impacts health equity;
- Knowledge of public health, housing, transportation, food access, public education, economic development, and environmental issues
- Knowledge of local health jurisdiction practices and procedures

Experience: Experience demonstrating commitment to health equity and expertise in previously mentioned knowledge and skills.

Education: A master's degree or higher in Public Health or related fields.

B. ADDITIONAL REQUIREMENTS/CONSIDERATIONS

Potential respondents must submit responses to the following:

1. Describe how you are qualified to successfully perform the work proposed by this application. Include previous projects that demonstrate your ability to complete the deliverables of this contract. Previous projects should include the following:

- a. Experience conducting evaluations for programs similar to Get Healthy SMC who have a focus on policy change
 - b. Experience working on social determinants of health from an equity perspective
 - c. Experience working with local government agencies
2. Describe how you envision the process for completing the deliverables of this contract.
3. Describe the number of hours (including schedule and availability), staffing, and resources you need for this project.
4. If you have any recommended changes to the scope of work described above, please explain.

SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire RFQ and all enclosures (if any) before preparing your response.

Questions and Responses Process. Submit all questions relating to this RFQ by email to: cochung@smcgov.org.

All questions must be received no later than 5:00 p.m. on September 15, 2017.

All questions and responses will be posted to www.getthehealthysmc.org or <http://www.smchealth.org/rfps>.

If changes to the RFQ are warranted, they will be posted to www.getthehealthysmc.org or <http://www.smchealth.org/rfps>. It is the responsibility of each respondent to check the website for changes and/or clarifications to the RFQ prior to submitting a response.

After the questions and answers process has ended on September 20, 2017, any questions about submitting a response should be emailed to Juvy Ann Reyes at jareyes@smcgov.org.

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

Respondents will submit questions or concerns using the questions and answers process as stated above. *After the questions and answers process has ended on*

September 20, 2017, any questions about submitting a response should be emailed to Juvy Ann Reyes at jareyes@smcgov.org.

Miscellaneous. This RFQ is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFQ. The responses will be used to determine the respondent's ability to render the services to be provided. The failure of a respondent to comply fully with the instructions in the RFQ may eliminate its response from further evaluation as determined at the sole discretion of the County.

SECTION IV – REQUEST FOR QUOTATIONS

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

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE
Release Request for Quotations	9/5/2017
Questions Submitted to County Deadline	9/15/2017
Release Responses to Questions	9/20/2017
RFQ Response Deadline	10/20/2017
Review of Responses ⁽¹⁾	Week of 10/23/2017

(1) Dates are subject to change

B. SUBMISSION OF RESPONSES

Proposal: The RFQ response will be submitted electronically via email to cochung@smcgov.org by 5:00 p.m. Pacific Standard Time on October 20, 2017.

All responses must be received by the stated date and time in order to be considered for review. The County will not be responsible for and may not accept late responses due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures).

C. RESPONSE REVIEW AND SELECTION

During the review process, the County may require a respondent's representative to answer specific questions orally and/or in writing. The County may also require a visit to the respondent's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFQ review.

Responses to this RFQ must adhere to the format detailed in Section V - RESPONSE SUBMISSION REQUIREMENTS. The criteria used as a guideline in the review will include, but not be limited to, the following:

- Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Cost to the County for the primary services described by this RFQ
- References
- Compliance with County RFQ and County requirements

SECTION V – RESPONSE SUBMISSION REQUIREMENTS

The response should be submitted in the following format:

A. GENERAL INSTRUCTIONS

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

All responses should adhere to the specified content and sequence of information described by this RFQ.

Submit one (1) complete electronic (PDF) version of your response and any required attachments to the County via email to cochung@smcgov.org.

B. COVER LETTER

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

C. RESPONSE CONTENT AND FORMAT

1) Signature Authority

The original quote must be signed by an individual with authority to submit quotes on behalf of the agency. Faxed, e-mailed, or mailed quotes will not be accepted.

2) Content

Items below contain brief descriptions of material that must be included in this response.

- *Summary of Qualifications*

Describe the agency's history, mission, programs, and services it provides; administrative structure; and experience in providing similar services. With the history include length of time in business, and any experience working with public agencies. Describe how this program will fit into your overall organization. Attach an organizational chart.

- *Cultural Competency*

Describe how your agency/program will ensure cultural competence. This may include culturally relevant service features and staffing objectives that reflect cultural and linguistic diversity and that value the cultural diversity of San Mateo County.

- *Service Methodology*

Describe your service model and approach to addressing the service needs of the target population, your approach to working collaboratively with multi-agency partners, and the geographic area of the County, if applicable.

- *Staffing – Organizational Capacity*

Describe proposed staff and their duties, including disciplines and degrees, as appropriate. Describe your process for initial and ongoing licensing checks, including waivers. Describe current and ongoing training and experience of staff to ensure client needs will be addressed. Identify the person who will be overseeing the County account. Provide the level of education, background and experience that this person has.

- *Implementation Timeline*

Describe your proposed implementation work plan, including timeline for the implementation of services. Demonstrate the capacity to implement the program by October 2017.

- *Start-up Requirements*

Describe start-up requirements (if any) and the lead-time necessary to begin providing services as a part of your implementation plan above.

- *Quality Assurance*

Describe criteria for how potential employees are screened and what their qualifications are. Describe how you guarantee quality services over time. Describe measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the County to assess the services you will provide.

- *References*

Include three references recently familiar with the quality and reliability of the respondent's work. Include the name, mailing address, contact person, and phone number for each reference.

- *Insurance*

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

- *Cost Analysis and Budget for Primary Services*

- Provide a detailed explanation for all costs associated with your providing the requested services.
- Include costs associated with start-up requirements, if such requirements were included above.

3) Response Submissions

- Submit one (1) signed, original response electronically via email at cochung@smcgov.org. Responses must include a company logo and be signed by the respondent. An unsigned response may be rejected. A response may be signed by any authorized agency representative of the respondent.
- If there are multiple pages included in the quote, additional pages should be consecutively numbered; including any attachments. For ease of reference, include a Table of Contents by page number.

4) Response Due Date

All responses must be received by **5:00 p.m. on Friday, October 20, 2017**. Responses are not considered complete unless they include the following items: one (1) original including original signature of respondent and 2 copies of response. Address responses to:

Corina Chung, Epidemiologist II
San Mateo County Health System, Public Health, Policy & Planning
225 37th Ave, Suite 178
San Mateo, CA 94403
E-mail: cochung@smcgov.org

Any responses delivered after 5:00 p.m. on Friday, October 20, 2017 may be rejected by the County as not meeting the requirements of this RFQ.

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

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

SECTION VI – ENCLOSURES:

Enclosure 1 Sample Standard Contract Template

Enclosure 2 Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 3 Living Wage Ordinance

Enclosure 4 Certificate of Liability Insurances

Enclosure #1

Agreement No. _____

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

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

* * *

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. Intellectual Property Indemnification

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

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

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

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

- i. termination of this Agreement;

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

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

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

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

In the case of Contractor, to:

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

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Contractor Signature

Date

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

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

Exhibit B

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

Enclosure #2

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."

Enclosure #3

ORDINANCE NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

* * * * *

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

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

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

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

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

2.88.020 Definitions

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

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

2.88.030 Covered Contract Requirements and Certification

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

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

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

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

2.88.040 Living Wage Rate

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

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

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

2.88.050 Exclusions and Exemptions from Covered Contracts

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

2.88.060 Employee Remedies

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

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

2.88.070 Employer Retaliation Prohibited

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

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

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

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

2.88.090 Powers and duties of the County Manager

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

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

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

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

* * * * *



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	CONTACT NAME:		
	PHONE (A/C No. Ext):	(FAX)	(A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Combined single limit - \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of San Mateo Health System is included as additional insured with respect to operations of or work performed by the named insured per written contract/agreement.

CERTIFICATE HOLDER

CANCELLATION

County of San Mateo Health System 225 37th Avenue San Mateo, CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John V. Stock/FEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.