



**County of Sacramento
Department of Health Services**

REQUEST FOR APPLICATIONS (RFA) No. OFCA/025

Medical Registry Staff for Department of Health Services

- Organizations must meet the minimum requirements as stated in this document.

Applications due no later than 5:00 pm (PST), November 15, 2024

- LATE APPLICATIONS WILL NOT BE ACCEPTED.
- Email DHS-OFCA-RFWs@saccounty.gov to receive electronic copies of the application exhibits and the question and answer document.
- The application packet must be sent via email to DHS-OFCA-RFWs@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents.
- Mailed or hand delivered hard copies, or faxed submissions will not be accepted. Applications sent to any other email address will not be accepted.

Review all sections carefully and follow all instructions.

Release Date: October 25, 2024

RFA Timeline

October 25, 2024	Request for Applications (RFA) released
November 7, 2024 5:00 pm (PST)	Exhibit K: Applicant Questions Form submission deadline (see Exhibit K for submission instructions)
November 15, 2024 5:00 pm (PST)	APPLICATION DEADLINE The application packet must be sent via email to DHS-OFCA-RFWs@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents
By November 18, 2024	Initial screening of Applications
By November 19, 2024	Notice of insurance deficiencies emailed to Applicants
November 26, 2024 5:00 pm (PST)	Final date for Applicants to submit corrections of all insurance deficiencies
By December 2, 2024	Notice of disqualification emailed to Applicants
By December 13, 2024	Evaluation of Applications completed
By December 18, 2024	Award recommendations emailed to applicants
December 31, 2024 5:00 pm (PST)	Final date to submit written protest to Department of Health Services Director by email: DHS-Director@saccounty.gov
January 8, 2025	Response to protest

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SECTION I. OVERVIEW

A. BACKGROUND/PURPOSE

Introduction

The County of Sacramento, Department of Health Services (DHS), invites responses that offer to provide contract temporary medical personnel (also referred to as medical registry services) and the related account management services as described in the Detailed Requirements section below. Contract(s) resulting from this RFA shall be for a three-year period (July 1, 2025 – June 30, 2028). The County reserves the right to extend any resulting contracts for additional years, subject to agreement with the contractors and compliance with all requisite policies. This opportunity is not for temporary personnel support otherwise provided to the County through separate contracts, including, but not limited to, those for Information Technology, Human Resources Specialists, Student Interns, and Clerical Services. **The County does not guarantee minimum or maximum usage of any or all registries.**

Detailed Requirements

This RFA is issued to establish contracts for the listed temporary medical personnel and the related account management services as described in greater detail herein. Additional personnel classifications may be added to the contracts by written amendments, if needed. The contracts that are established as a result of this RFA will be used by various Divisions and Programs within DHS. These Divisions or Programs are responsible for selecting which of the contractors to utilize. In total, in recent months, the Department has spent \$300,000 to \$550,000 per month for medical registry services. There is no guaranteed purchasing volume for any contracts utilized as a result of this RFA. As this is a multi-year contracting need, it is anticipated that Department usage, throughout the life of these contracts, will fluctuate due to realities imposed by changing economic conditions as reflected in budget authorizations, patient population and needs, hiring activities, and seasonal need.

Current Environment

DHS and Sacramento County have historically contracted for medical registry services to provide temporary, on-call and fill-in medical, dental and mental health staff on an as-needed basis when County employees, including County on-call employees, are not available due to vacancies, vacations, sick leave or unforeseen public health crises in mandated and non-mandated programs. Most recently, the contracts for these temporary medical services have been established and managed jointly with the County's Department of General Services, Contract and Purchasing Services Division and certain using departments, including the Sheriff and DHS. Due to the reorganization of County departments, the only department currently in need of these services is DHS. Therefore, the contracts established as a result of this RFA will be DHS contracts, without General Services Department involvement.

Currently there are fifteen (15) medical registry contracts. Six (6) of the contractors are not able to provide staff or staff have not been requested by the Programs, therefore, those contracts are inactive. There may be fewer contracts resulting from this RFA to ensure that all contractors selected are able to provide staff and prevent inactive contracts.

Current Sacramento County Medical Registry contractors must submit applications in response to this RFA, to be selected as a successful applicant, and receive Sacramento County Board Of Supervisors approval for award recommendation in order to continue providing contracted services after June 30, 2025.

Most job classifications which are needed have a County equivalent. The requirements for training, licensure and experience are the same as the County equivalent classification requirements. For classes with no County equivalent, the requirements are shown in Exhibit G. In some cases, the Programs may request staff members within a classification, who have more specific experience or training. The County reserves the right to offer additional classification(s) to all contractors at a later date. Such an offer will be in writing and, if accepted by contractor, will result in an amendment to the contract to include the additional classification(s) before the additional services can be provided. It is the contractor's responsibility to provide only the services agreed to in their contract.

As indicated in the table below, some Programs operate on a 24-hour basis, seven days per week. Contractors must be able to receive requests for staff and respond to program needs for staff continuously.

Each Division and Program using the medical registry contracts has its own requirements for background checks and security clearance; orientation; training; invoicing; etc. Additional program information is provided later in this document. At this time, the Divisions and Programs planning to use these contracts are:

Division:	Program:	Address(es)	24-Hour Facility?
Behavioral Health Services	Mental Health Treatment Center (MHTC)	2150 Stockton Blvd., Sacramento, CA 95817	Yes
Primary Health Services	Adult Correctional Health – Main Jail	651 I Street, Sacramento, CA 95814	Yes
Primary Health Services	Adult Correctional Health (ACH)– Rio Cosumnes Correctional Center (RCCC or R Triple C)	12500 Bruceville Rd., Elk Grove, CA 95757	Yes
Primary Health Services	Juvenile Correctional Health (JCH)	9601 Kiefer Blvd., Sacramento, CA 95827	Yes
Primary Health Services	Primary Health Clinic aka Sacramento County Health Center aka Primary Care Center	4600 Broadway, Sacramento, CA 95820	No
Primary Health Services	Pharmacy	4600 Broadway, Sacramento, CA 95820	No
Public Health Services	Communicable Disease Control Unit	7001-A East Parkway, Suite 600A, Sacramento, CA 95823	No
Public Health Services	California Children's Services (CCS) Medical Therapy Units (MTU)	Bowling Green MTU, 4211 Turnbridge Dr, Sacramento, CA 95823 Orchard MTU 1040 Q St., Rio Linda, CA 95673 Starr King MTU, 4848 Cottage Way, Carmichael, CA 95608	No

Public Health Services	Sexual Health Promotion Unit	4600 Broadway, Suite 1400, Sacramento, CA 95820	No
Public Health Services	Chest Clinic	4600 Broadway, Suite 1300, Sacramento, CA 95820	No
Public Health Services	Immunization Assistance Program	7001-A East Parkway, Suite 400, Sacramento, 95823	No
Public Health Services	Community Nursing	7001-A East Parkway, Suite 400, Sacramento, CA 95823	No
Public Health Services	Public Health Laboratory	4600 Broadway, Suite 2300, Sacramento, CA 95820	No

Hourly Rates of Pay, Special Rates of Pay, Shifts

This RFA offers specific hourly rates of pay for each medical registry classification, (Exhibit H) which include all contractor overhead; recruitment, retention and pay of staff; account management; invoicing; and any other necessary activities, expenses and profit, required to carry out the services requested. The assignments to a 24-hour facility are paid at a higher rate. This RFA requires that the contractors’ staff member in each classification be paid a minimum amount, which is within the range of pay for the County employees in the same or equivalent classification. The contractor may pay their staff member more than the minimum for retention; experience; skill, etc. Those classifications without a County equivalent will have a stated minimum hourly rate to be paid to the contractors’ staff member. Special rates of pay for Holidays, overtime, etc., and the shifts used by the Programs are discussed in Exhibit I. Additional information is provided in Exhibits H and I of this RFA.

The County may conduct reviews of contractor’s records to confirm that contractor is paying its employees at least the required minimum hourly rates, as required by the contract. Contractor will cooperate by providing the requested records.

The contractor shall not demand, nor will the County pay any expenses, fees, or moneys not expressly provided for by the contract. Contractors will charge no fee to the County for any of contractors’ employees hired permanently by the County from any Civil Service eligible list, or otherwise restrict the County from offering permanent County employment to such an individual.

If contractor’s employee elects to leave the employ of a contractor for employment with another medical registry contractor that also provides services to the Department, the Department has no control over such decisions and is not restricted from requesting such an employee from whichever contractor the temporary employee chooses to work. Contractor will not request that the County change its practice or intervene in any way.

B. SCOPE OF WORK

Ability to Provide Staffing

Contractor must generally be able to provide staff when requested. If a contractor has not been used and paid by Divisions for six consecutive months, the County has the right to terminate the contract without cause.

Most Frequent Staffing Needs of the County and Volume

The table below shows the most frequently used Medical Registry staffing and an approximate volume of usage. **There is no guarantee of volume of usage in these contracts.**

Division	Program	Classification	Hours per Month
Primary Health	Clinics	Registered Nurse	960
Primary Health	Clinics	Medical Assistant	1920
Primary Health	Clinics	Pharmacy Technician	160
Primary Health	Clinics	Radiology Technician	160
Primary Health	Pharmacy	Pharmacy Technician	80
Primary Health	Adult Correctional Health	Certified Nurse's Aide/Assistant (CNA)	2,400
Primary Health	Adult Correctional Health	Licensed Vocational Nurse D/CF	985
	Adult Correctional Health	Medical Assistant Lv 2	2,172
	Adult Correctional Health	Associate Physician RA	230
	Adult Correctional Health	Registered Nurse Lv 2 D/CF	1,100
Public Health	All Programs Combined	Registered Nurse	640
Public Health	All Programs Combined	Medical Assistants	320

Account Management Services

Contractor must provide a designated account representative, at no additional cost to the County, who will coordinate the Department's requests under this contract and act as a point of contact to solve problems and provide information. Some of the account representative's duties include, but are not limited to: researching and responding to issues with timesheets and paychecks for contractor's staff, invoice corrections, processing and covering all costs related to unemployment claims, providing current insurance certifications timely, maintaining records of staff that have been rejected by Department Programs and are no longer to be assigned, providing information on contractor name changes or mergers, compliance with all employer mandates, including any applicable Affordable Care Act requirements, coordination of services provided by other members of the contractor's staff.

Satisfactory Performance

Contractor employees who provide unsatisfactory services shall be removed from assignment under these contracts immediately upon notice of unsatisfactory performance. No payment shall be made for any services rendered by such personnel following such notice or for immediately preceding services which were the direct cause of such notice. Contractor shall be precluded from referring any such employee to any Programs or Divisions within the Department. Contractor is to maintain a record of such finding.

Invoice Requirements

Contractor shall invoice each Program and/or Division separately based on instructions from the Programs and/or Divisions. Information required within each invoice shall be communicated to contractor by the County Program and may include, but not be limited to, the following:

- Contractor's unique invoice number and date of invoice
- Contractor's staff member's name and classification title per the contract
- Payment remittance information
- Dates and hours worked, hourly rate being charged to the County, separated by any special pay, such as overtime and holiday pay
- Facility and/or Program name where the work was performed
- Hourly rate the contractor paid to their staff member
- CB number, IO/WBS, Cost Center number and/or any other County accounting tracking numbers required by and provided by the Program. (Note: There will be no County CSO number assigned, because these will now be Department contracts, not General Services contracts.)

Driver's License

Rarely, assignments may require contractor's employee to drive personal or County-owned vehicles in order to perform work. In such instances, the contractor will be required to provide a copy of the employee's California Driver's License, in accordance with County policies and procedures.

In cases where the contractor's employee is required to drive County-owned vehicles, the contractor's employee will be required to comply with the County Transportation Policy (Attachment 3) regarding non-County employee drivers, and the contractor's employee will be required to read the County Transportation Policy, agree to abide by its provisions, and provide a copy of the valid California Driver's License to the Program. This policy requires advance written approval from the County Transportation Department's Fleet Management program. The contractor's designated account representative will interface with the appropriate County Transportation and Risk Management staff if driving County vehicles is necessary.

Background Checks, Licensure, Certifications and Security Clearance

Contractor is responsible for ensuring that all personnel assigned to work for County have the appropriate licenses. Contractor will notify County of the initiation of any action, of which it is aware, commenced for the purpose of suspending, revoking or limiting any license required to provide services to County under this agreement. Updated licenses and certifications shall be available upon request by County and shall initially be provided with the experience profile.

Contractor is responsible for ensuring all personnel have provided the proper paperwork for security clearance.

Contractor is responsible for ensuring that all personnel assigned to work for County have been cleared by the Live Scan fingerprinting system prior to being placed in a County facility. Live Scan checks are only valid for the facility that initiated the check; e.g., if an employee of contractor obtained a clearance to work for the ACH facilities, the clearance would not be valid for the JCH facilities or for the MHTC. Live Scan is only required once per facility and is valid during active employment but can be revoked by the County or terminated by the contractor.

Security clearances are valid for one (1) year from the date of issuance and applications for renewal must be submitted annually. The contractor is responsible for submitting all renewal applications to the County.

The Sheriff's Department or the Probation Department will provide the Live Scan fingerprinting service free of charge for personnel that will be assigned to the ACH and JCH facilities, respectively. When

contractor requests a background check through the Sheriff's Department or the Probation Department, and the individual is not assigned to these facilities within thirty (30) days of the initial clearance, the contractor shall be required to pay the standard processing fee prior to any additional Live Scan service being completed for that registry. The standard processing fee is currently one hundred dollars (\$100.00).

Live Scan background checks for the MHTC are requested through the State Department of Health Care Services (DHCS). MHTC will provide the forms to the contractor, and contractor shall comply with all provisions of Welfare & Institutions Code § 5405, in part, requiring Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) background checks on all employees. Copies of completed forms must be provided to the MHTC after the Live Scan is completed. Clearances obtained through DHCS are only required to be completed once and will remain valid unless updated information is provided by DOJ and/or the FBI that will revoke the clearance status. Contractor will be required to pay for the background check for each individual assigned to the MHTC. The cost is approximately seventy-five dollars (\$75.00) for each background check.

Requirements for each Program may change at any time due to changes in policy or legal requirements. The requirements for a specific Program may include, but are not be limited to, background, health or drug screening and will be communicated to the contractor at the time the request for staff is placed. Due to the facility clearance requirements for ACH facilities, personnel should have the ability to commit to a minimum of 3 months, but longer tours are preferred.

Respirator Fit Testing

Respirator fit testing, if required, for some Public Health Programs, shall be performed by contractor or contractor's hired agency, at no cost to County. Contractor's staff member shall report for work with evidence of a successful respirator fit test, including the type of respirator to be used.

Required Experience Profile

Registries shall provide an experience profile for each registry staff prior to sending the registry staff to any County Program. Contractor shall review the profile and County/Program classification requirements to ensure the requirements are met, before referring their staff member. Profile shall include, but not be limited to, a copy of any required license and/or certification and a summary of work experience detailing how the registry staff meets the required experience of the Program. Once a County Program has the staff profile, the registries need not provide it for that staff person to that Program again. County shall review documentation and shall reject registry staff not possessing the required experience.

Health Insurance Portability and Accountability Act (HIPAA)

Certain job duties may require that contractor's employees come in contact with, and utilize, Protected Health Information (PHI) or Electronic Protected Health Information (EPHI) in the performance of their duties. For any assignments foreseen to be covered by the HIPAA, the County will identify these to contractor and will provide contractor with operational policies and procedures for the training of the contractor's employees. Contractor shall be responsible for their employees reviewing the HIPAA Privacy and Security Rule training materials and signing an acknowledgement form regarding Privacy and Security Rule practices at the County of Sacramento. The form must be signed prior to starting work in any County assignment covered by HIPAA. Contractor's employee retains one copy of the acknowledgement form, and contractor shall be responsible for mailing the second copy to the County's Privacy Officer, Office of HIPAA, 799 G Street, Room 217, Sacramento, CA 95814.

Joint Commission on Accreditation of Healthcare Organizations (JCAHO)

If contractor holds, or is seeking, accreditation from the JCAHO, Contractor will comply with the guidelines of JCAHO and Occupational Safety and Health Administration (OSHA) standards regarding the use of contractor's employees.

Orientation Requirements

Prior to beginning work within most County facilities, individuals must complete an orientation. The length of the orientation varies among the different facilities and classifications. The orientation may require only four (4) hours or may require three (3) consecutive days. Individuals placed at a facility requiring an orientation shall be required to complete an orientation only once for that facility. Placement at additional facilities shall require attendance at the orientation specific to that facility. Contractor shall be required to compensate their employee for the first two days (up to sixteen hours) of orientation at no charge to County.

Individuals referred to a County facility shall comply with all County policies and procedures applicable to the site at which the individual is being placed.

The MHTC requires eight (8) hours of orientation on the first day. An additional twenty-four hours of Professional Assault Crisis Training (ProACT) training, provided by MHTC, is required within the first thirty (30) days of service. Contractor shall be required to compensate their employee for the first day (eight hours) of orientation and the first eight (8) hours of ProACT training. No other costs for the ProACT training will be incurred by the contractor's employee or contractor. MHTC will provide a ProACT certification to contractor's employee upon completion of training.

C. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those organizations meeting all of the following criteria are eligible to submit an application in response to this RFA. Organizations must:

1. Be licensed to do business in the State of California and cannot be debarred or suspended from receiving Federal funds.
2. Have an employer/employee relationship with their personnel provided to the County under this RFA, except for Physicians, who are considered to be independent contractors.
3. Meet all Affordable Care Act (ACA) and other employer requirements imposed by all government agencies.
4. Have 3 years of experience providing temporary medical, dental or mental health staffing services.
5. Submit a single application. Partnerships, multi-organization, or fiscal sponsorship applications will not be accepted.
6. Have 24 hours per day/seven days per week (24/7) availability of staff and must provide the County with a 24/7 contact number, website or other means of 24/7 communication.
7. Be in compliance with any outstanding corrective action plan.
8. Be a responsive applicant whose application complies with all requirements of this RFA.

D. APPLICANT REGISTRATION

Those organizations that meet the Minimum Requirements above and are interested in applying must email DHS-OFCA-RFWs@saccounty.gov and provide an email address to which the electronic copies of the application exhibits and the question and answer document can be sent. Emails subject line must read, "RFA OFCA/025 Application Exhibit Request".

SECTION II. REQUEST FOR APPLICATION PROCESS

A. RULES GOVERNING COMPETITIVE APPLICATIONS

1. Costs for developing and submitting application packages are the responsibility of the applicant and shall not be chargeable in any way to the County of Sacramento.
2. If the County determines that revisions or additional data to the RFA are necessary, the County will provide addenda or supplements.
3. All applications submitted become property of the County and will not be returned.
4. Issuance of this RFA in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFA, and its award shall not be made without prior written approval of the County.
5. All applications shall remain confidential and are not subject to the California Public Records Act until contract execution.

B. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more applicants.
2. Make awards of contracts for all the services offered in an application or for any portion thereof.
3. Reject any or all applications received in response to this RFA, or to cancel and/or re-issue this RFA if it is deemed in the best interest of the County to do so.
4. Negotiate, make changes, or terminate awards due to budgetary, funding changes or other constraints.
5. Negotiate changes to application submissions.
6. Negotiate amendments to extend the term of contracts, add classifications or other needed changes.
7. Utilize only contractors that meet Program needs including, but not limited to, staffing, invoicing, timely communication and proof of current insurance.
8. Require information in addition to the application for further evaluation, if necessary.
9. Check with references and share any information it may receive with the evaluation committee.
10. Require successful applicants to sign a County contract.
11. Upon contract-required notice, terminate contracts with or without cause.
12. Conduct an evaluation(s) and as a result make changes to various aspects of the program. Review contractor records to verify that the hourly rates of payment to contractor's staff meet the contract requirements and that billing to the County is at the correct contract amount.

C. SCREENING CRITERIA

1. Organizations’ application packets received by the deadline at the specified email address will be screened for RFA requirements.
2. All applications shall be screened to determine whether they meet all requirements, specifically for (a) formatting (see Section III for formatting requirements), (b) content (see Section III for content requirements), (c) insurance requirements (Exhibit C), and (d) criteria as stated in Section I, C. Eligibility to Apply/Minimum Requirements.
3. Applications meeting all the screening requirements shall be submitted to an Evaluation Committee. The Committee will evaluate the applications based on the RFA evaluation criteria. Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the Committee.
4. Failure to furnish all information required in this RFA or to substantially follow the application format requested shall disqualify the application. Applicants will be notified of disqualification **by the date shown in the RFA timeline**. An applicant may protest screening disqualification by following the rules found in the Section II, Request for Application Process, E. Opportunity to Protest.

D. RATING PROCESS: GENERAL

1. Those applications meeting the minimum requirements as noted above will be included in an evaluation and selection process. The applications will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The Evaluation Committee will recommend the highest rated applications to the DHS Director. The DHS Director will make final recommendation for the applicant selection to the Sacramento County Board of Supervisors (BOS). The DHS Director may recommend an applicant that is not the highest rated and provide justification for his/her recommendation to the BOS.
2. Recommendation for the awards is contingent on successful resolution of any protests, which would otherwise restrict or limit such award.
3. A notice of the recommendation for the award(s) will be emailed to all applicants by **the date shown in the RFA timeline**.
4. A minimum score of 70.0% is required to pass the evaluation. If the minimum score is not met, the application will be rejected. Scoring will be as follows:

ELEMENT	POINTS POSSIBLE
Experience and Knowledge	25
Availability of Staff	25
Account Management Services	25
References	25
Total	100

E. OPPORTUNITY TO PROTEST

1. Any applicant wishing to protest disqualification in the screening process or the proposed award recommendation must submit a written letter of protest. Submit such a letter by the date shown in the RFA timeline. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFA a clear, precise description of the format which applications shall follow and elements they shall contain, the standards to be used in screening and evaluating applications, the date on which applications are due, and the timetable the County will follow in reviewing and evaluating them, and/or
 - b. Applications were not evaluated and/or recommendation for awards were not made in the following manner:
 - i. All applications, received by the deadline and at the email address specified in this RFA, were reviewed to determine which ones met the screening requirements specified in the RFA; and/or
 - ii. All applications meeting the screening requirements were submitted to an Evaluation Committee which evaluated applications using the criteria specified in the RFA; and/or
 - iii. Applications judged best qualified by the Evaluation Committee were recommended to the Director of DHS for award; and/or
 - iv. The County correctly applied the standards for screening for eligibility requirements or evaluating the applications as specified in the RFA.
2. The written letter of protest of the proposed awards must reference the title of this RFA and be submitted by email to DHS-Director@sacounty.gov; email subject line must read, "Protest, RFA No. OFCA/025"

Protest letters must be received at the above email address **by the date shown in the RFA timeline**. Mailed or hand delivered hard copy letters, or faxed letters will not be accepted. Letters received by any other email address will not be accepted. Oral protests will not be accepted. It is the applicant's responsibility to request an email delivery receipt to ensure receipt of delivery at the above email address by the date, time and place specified above and in the RFA timeline. Protests will not be accepted after the deadline specified. Protest letter/email must clearly explain the failure of the County to follow the rules of the RFA as discussed above in Section II, E.

3. All written protests shall be investigated by the Director of DHS, or their designee, who shall make a finding regarding any protest by the date shown in the RFA timeline.

F. COMMENCEMENT OF WORK

1. Contract shall not be executed until after DHS has obtained BOS approval for the contract.
2. The successful applicants shall be required to sign a Sacramento County contract. The successful applicants must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations.

SECTION III. APPLICATION SUBMISSION

A. APPLICATION PACKAGE

Applications must include the following Exhibits A. through G and J in the order specified below: Note Exhibits H and I do not have to be completed but are informational, and Exhibit K is only submitted if an Applicant has questions. (See referenced exhibits for complete instructions.)

1. **Exhibit A. Application Package Checklist:** All items included in the Application package must be submitted in the order listed on the Application Package Checklist. The Checklist must be submitted as part of the Application package and will be provided electronically.
2. **Exhibit B. Application/Certification of Intent to Meet RFA Requirements:**
The Application/Certification of Intent must be completed with authorized signature and submitted as part of the Application package. Electronic or scanned authorized signature will be accepted. The Application form will be provided electronically.
3. **Exhibit C. Insurance Requirements:** Successful Applicants shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements. Application packets must include the applicant's standard certificate of insurance showing current coverages and/or written evidence that the applicant will be able to have the required insurance in place before a contract is signed and services commence.
4. **Exhibit D. County of Sacramento Contractor Certification of Compliance With Child, Family and Spousal Support:** When Applicants submit a bid, application or other offer to provide goods or perform services for or on the behalf of the County, Applicants must complete and submit Certification with an authorized signature as part of the Application package. Electronic or scanned authorized signature will be accepted. The Certification of Compliance Form will be provided electronically.
5. **Exhibit E. Certification Regarding Debarment and Suspension:** Applicants agree to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or organization. Applicants must submit Certification with an authorized signature as part of the Application package. Electronic or scanned authorized signature will be accepted. The Certification Regarding Debarment will be provided electronically.
6. **Exhibit F. Statement of Compliance with Nondiscrimination Laws:** Applicants must complete the attached Statement of Compliance with Nondiscrimination Laws. The State of Compliance must accompany each Application to comply with Government Code Section 12990 and California Administrative Code Title II, Division 4, Chapter 5. The State of Compliance will be provided electronically.
7. **Exhibit G. Classifications to be provided by Contractor Checklist:** Applicants must mark the classifications that the applicant will provide under this agreement. The Classifications to be provided by Contractor Checklist will be provided electronically.
8. **Exhibit J. Application Narrative:** The application narrative must be submitted as part of the application package. It must enable an evaluation committee to determine whether the written application narrative meets the requirements of this RFA. Thus, it should be clearly written and concise but also explicit and complete.

9. **Exhibit K. Applicant Questions Form:** Applicant questions must be submitted on this RFA OFCA/025 Applicant Questions Form. The Applicant Questions Form will be provided electronically.

B. APPLICATION SUBMISSION REQUIREMENTS

1. All Exhibits in the application should be given file names containing the Applicant's organization name or initials, followed by the RFA designation of OFCA025, followed by the Exhibit letter or letters. *Sample file names:* Smithsonian OFCA025 Exhibit C (*single exhibit file*) or Smithsonian OFCA025 Exhibits A-G (*multiple exhibit files*).
2. Exhibits A. through G. in the Application package must be submitted in the following format:
 - a. Document type: Portable Document Format (PDF)
 - b. Page size: letter (8 ½ inches by 11 inches)
 - c. Page orientation: portrait
3. Application Narrative (Exhibit J) must be submitted in the following format:
 - a. Document type: Word or PDF
 - b. Page size: letter (8 ½ inches by 11 inches)
 - c. Page orientation: portrait
 - d. Question/area and response format:
 - i. Each question/area in the narrative should begin on a new page.
 - ii. State the question/area prior to providing a response.
 - iii. Questions/areas should be **single spaced**, with 1 inch margins, using 12 point Arial or Times New Roman font.
 - iv. Narrative responses should be **double spaced**, with 1 inch margins, using 12 point Arial or Times New Roman font.
 - v. The maximum page requirements per question shown in Exhibit J include both the statement of the question/area and Applicant's response to that question/area. Portions of question/area responses exceeding the maximum page allowance will not be reviewed by the Evaluation Committee.
4. The inclusion of elaborate artwork, expensive visuals, embedded web links or other presentations as part of the application package are neither necessary nor desired and will not be rated or scored, unless otherwise specified in the scored application narrative.
5. All applications must be submitted in the order specified in the Application Package Checklist (see Exhibit A). Pagination: pages should be clearly and consecutively numbered. Page numbers may be handwritten if needed.
6. The application must be submitted in the legal entity name of the organization and that legal entity shall be party to the contract. Applications submitted by a corporation must include the signature of an individual authorized by the organization's board of directors. Electronic or scanned authorized signature will be accepted.
7. This RFA requests no more than one (1) application per applying organization. Organizations may not submit multiple applications with the intent of increasing chances of being awarded.
8. The application packet must be sent via email to DHS-OFCA-RFWs@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents. If size constraints require sending the

application packet across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFA number, and whether the email contains all or parts of an application packet (Examples: *Smithsonian, RFA OFCA/025 Application – Complete Packet* or *Smithsonian, RFA OFCA/025 Application – Part 1 of 3*). Email box DHS-OFCA-RFWs@saccounty.gov will send an Automatic Reply email notifying applicants that their email(s) have been sent to the correct email address. An emailed receipt of delivery will be sent in response to all emails containing application packets or parts thereof.

9. Organizations may request a retraction of a submitted application package for any reason and resubmit a new application package. To retract and resubmit a new application package:
 - a. The organization must email this request to DHS-OFCA-RFWs@saccounty.gov. The email must contain the resubmitted application package. If size constraints require sending the resubmitted application package across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFA number, whether email contains all or parts of an application package and “Request to Retract/Resubmit.” In the email message, the organization must request that the original application be retracted and replaced with the attached resubmitted application package. Email box DHS-OFCA-RFWs@saccounty.gov will send an Automatic Reply email notifying applicants that their email(s) have been sent to the correct email address. An emailed receipt of delivery will be sent in response to all emails containing resubmitted application packets or parts thereof.
 - b. The organization’s request must be submitted by the application submission date shown in the RFA timeline.
 - c. Once the organization’s request is submitted, by the application submission date shown in the RFA timeline, the County will delete the original application package and replace it with the resubmitted application.
 - d. The County **will not** pre-screen any application. It is the responsibility of the organization to ensure that their application package is complete.
 - e. Organizations are only allowed one retraction and resubmission request. All other requests will be denied.
10. **Applications not received by the date/time shown in the RFA timeline will be rejected.** It is the responsibility of the applicant to submit the application package by email by the time and date shown in the RFA timeline.
11. **Mailed or hand delivered hard copies or faxed submissions will not be accepted.** Applications emailed to other email addresses will not be accepted.
12. **DHS/BHS will reject any application not meeting ALL RFA requirements.**

EXHIBIT A: APPLICATION PACKAGE CHECKLIST

The Application Package Checklist must be completed and submitted with your application package. All items must be submitted electronically in the order listed. Please utilize this checklist to ensure that your application package is complete.

CHECKBOX ITEMS

- 1. Application Package Checklist (see Exhibit A)
- 2. Application/Certification of Intent to Meet RFA Requirements (see Exhibit B)
- 3. Certificate(s) of Insurance, documenting current coverage (see Exhibit C)
 - General Liability: \$2,000,000
 - Automobile Liability: \$1,000,000
 - Worker’s Compensation/Employers Liability: Statutory/\$1,000,000
 - Professional Liability or Errors and Omissions Liability: \$1,000,000
 - Sexual Molestation & Abuse: \$250,000/\$1,000,000 (per person or occurrence/annual aggregate)
- OR--
- Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements
- 4. County of Sacramento Contractor Certification of Compliance With Child, Family and Spousal Support (See Exhibit D)
- 5. Certification Regarding Debarment and Suspension (see Exhibit E)
- 6. Statement of Compliance with Nondiscrimination Laws (see Exhibit F)
- 7. Classifications to be provided by Contractor Checklist (see Exhibit G)
- 8. Application Narrative (see Exhibit J)

SUBMISSION STANDARDS

Use this list to check your Application for compliance with screening requirements

- Authorized signatures on ALL documents in application package (electronic or scanned authorized signatures will be accepted)
- Application package submitted electronically by the date/time shown in RFA timeline
- All documents meet format and content requirements
- Insurance requirements met

EXHIBIT B: MEDICAL REGISTRY STAFF FOR DEPARTMENT OF HEALTH SERVICES

REQUEST FOR APPLICATION No. OFCA/025

APPLICATION/CERTIFICATION OF INTENT TO MEET RFA REQUIREMENTS

Applicants are required to complete Exhibit B, RFA No. OFCA/025 Application/Certification of Intent to Meet RFA Requirements. This Exhibit is a Portable Document Format (PDF) with fillable fields; it will be provided electronically.

For the purposes of this document, the applicant is defined as the organization.

Instructions: Applicants must: A) Respond to all sections of this Exhibit; B) Concisely include applicable, essential, and specific information; attach supplementary sheets as necessary; C) Not alter, delete, or otherwise change any section in the form; D) Include this Exhibit B in your organization’s application packet with authorized signature. Electronic or scanned authorized signature will be accepted.

A. ORGANIZATION’S INFORMATION		
1. Organization Name	2. Federal Tax ID#	
3. Organization Address		
4. Parent Corporation Name		
5. Parent Corporation Address		
6. Contact Person & Title	Phone	Email
7. Person/Title Authorized (per Board Resolution) to sign on organization’s behalf	Phone	Email
8. Number of years organization has been in business under present business name:		

--

9. List active contracts or other commitments (e.g. consulting arrangements). Attach supplementary sheets if necessary.

Contract Term	Legal Contract Name	Service Description	Fund Source(s)	Contract Value

10. Describe any litigation involving the organization and/or principal officers thereof. Please include details about resolution/conclusion.

--

11. Does the organization hold financial interest in any other business?	
--	--

If yes, list business(es):		
12. Does the organization hold a controlling interest in any other organization?		
If yes, list organization(s):		
13. Is the organization owned or controlled by any other person or organization?		
If yes, list person(s) or organization(s):		
14. List name of persons with whom the prospective organization has been associated in business as partners or business associates within the past three years:		

B. ORGANIZATION'S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

1. Organization is licensed to do business in the State of California and is not debarred or suspended from receiving Federal Funds?	
2. Organization has an employer/employee relationship with their personnel provided to the County under this RFA, except for Physicians?	
3. Organization meets all Affordable Care Act (ACA) and other employer requirements imposed by all government agencies?	
4. Organization has three (3) or more years' experience providing temporary medical, dental or mental health staffing services?	
5. Organization submitted a single application?	
6. Organization has 24 hours per day/seven days per week (24/7) availability of staff and will provide the County with a 24/7 contact number, website or other means of 24/7 communication?	
7. Organization is in compliance with any outstanding corrective action plan?	
8. Organization is a responsive applicant whose application complies with all requirements of this Request for Application No. OFCA/025?	

Certification:

I certify that all statements in this Medical Registry Staff for Department of Health Services RFA No. OFCA/025 Application are true accurate to the best of the organization's knowledge. I further certify that all eligibility criteria to apply and minimum requirements articulated in this RFA are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County DHS to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

I agree to provide the County with any other information the County determines is necessary for the accurate determination of the organization's qualification to provide services.

I certify that (_____) will comply with all requirements specified in this RFA. I agree to the right of the County, state, and federal government to audit (_____)'s financial and other records.

Electronic or Scanned Signature of Organization's Authorized Agent

Date

Print Name/Title

EXHIBIT C: INSURANCE REQUIREMENTS

Following this page is a sample of the insurance exhibit included in Sacramento County agreements. The types of insurance and minimum limits required for any agreement resulting from this RFA are specified in the sample insurance exhibit. A contract negotiated following this RFA will include the attached insurance exhibit.

Your organization's application package should include a standard certificate of insurance showing current coverages. If your organization's current insurance coverage does not conform to the requirements of the attached insurance exhibit, do not obtain additional insurance until a contract is offered. You must, however, provide written evidence, which must be in the form of a letter from your insurance broker or agent that you will be able to have the required insurance in place before a contract is signed and services commence.

Sexual molestation coverage is a new requirement for these contracts.

If during the application screening for this RFA, the County finds a problem with an applicant's insurance submission, the applicant will have until the date shown in the RFA timeline to submit any required documentation to the County. Applicants will be notified via e-mail regarding any deficiencies in the insurance submission.

Certificate holder or additional insured proof is not required as part of this RFA.

If your organization receives a formal contract offer at the completion of this RFA process, and your organization's current insurance coverage does not meet the insurance requirements of the contract, you must provide proof of the required coverage at the time required by the County or the County has the right to enter into negotiations with the applicant who submitted the next highest-rated application, or issue a new RFA.

In general, the best course is to provide the sample exhibit to your organization's insurance agent or broker and direct him or her to provide a standard certificate of insurance to certify the coverage currently in force.

EXHIBIT C: SAMPLE OF INSURANCE REQUIREMENTS

COUNTY OF SACRAMENTO
«ContractNum»

«CONTRACTTYPE» AGREEMENT NO.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
«CONTRACTORNAME», hereinafter referred
to as "CONTRACTOR"**

COUNTY OF SACRAMENTO INSURANCE REQUIREMENTS

1.0. INSURANCE REQUIREMENTS

1.1. CONTRACTOR shall procure, maintain, and keep in force at all times during the term of the Contract, at CONTRACTOR's sole expense, the following minimum required insurance policies and limits which are intended for the protection of COUNTY and the public. CONTRACTOR's obligations for loss or damage arising out of CONTRACTOR's work or services are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, COUNTY does not assert that the required minimum insurance is adequate to protect CONTRACTOR. CONTRACTOR is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Insurance Requirements Exhibit.

1.2. COUNTY reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the work or services to be provided. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. Any claim by CONTRACTOR that COUNTY's insurance changes result in higher costs will be subject to review and approval by COUNTY, whose approval will not be unreasonably withheld.

1.3. Where a specific Insurance Services Office (ISO) form is referenced in these Requirements or the CONTRACTOR utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, CONTRACTOR shall use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

2.0. Verification of Coverage

2.1. CONTRACTOR shall furnish COUNTY with original certificates and copies of required endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Exhibit; or a combination thereof.

2.2. COUNTY reserves the right to require that CONTRACTOR also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein. COUNTY further reserves the right to require that CONTRACTOR, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by COUNTY before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

2.3. COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice.

2.4. If CONTRACTOR utilizes proprietary coverage forms or endorsements, CONTRACTOR has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

3.0. Minimum Scope of Insurance and Limits

CONTRACTOR's coverage shall include the following:

3.1. GENERAL LIABILITY: Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as "Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001" (Occurrence Form) or a form as broad in scope and coverage. The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury	One Million Dollars (\$1,000,000)
Products and Completed Operations	One Million Dollars (\$1,000,000)
Aggregate	
General Aggregate	Two Million Dollars (\$2,000,000)

3.2. AUTOMOBILE LIABILITY: Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by COUNTY in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

Corporate/Business Owned	One Million Dollars (\$1,000,000)
Private Passenger Vehicles	
Commercial Vehicles	One Million Dollars (\$1,000,000)

3.2.1. If there are no corporate/business owned vehicles covered by a Commercial Auto Policy, then personal automobile insurance requirements apply to any individually owned personal vehicles used by CONTRACTOR for work or services being provided.

3.2.2. The personal automobile liability limits shall not be less than:
\$300,000 Combined Single Limit or, if split limits are used, \$100,000 per person, \$300,000 each accident, \$100,000 property damage.

3.3. WORKERS' COMPENSATION: Workers' Compensation insurance, with coverage as required by the State of California (unless the CONTRACTOR is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

3.3.1. The Workers' Compensation policy required herein shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event CONTRACTOR is self-insured, CONTRACTOR shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. CONTRACTOR hereby agrees that it waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers in the event a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.

3.3.2. OMITTED

3.4. UMBRELLA or EXCESS LIABILITY policies: CONTRACTOR is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

3.5. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY: OMITTED

3.6. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: OMITTED

3.7. PROFESSIONAL LIABILITY: Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession or services.

3.7.1. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.

3.8. If Professional Liability with Technology Errors and Omissions or Professional Liability coverage is written on

a Claims Made form:

3.8.1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

3.8.2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3.8.3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

3.9. ABUSE or MOLESTATION: Coverage appropriate to the CONTRACTOR's profession. Coverage may be written as part of the CONTRACTOR's Commercial General Liability, or part of the CONTRACTOR's Professional (E&O) Liability, or on a stand-alone basis. Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.

4.0. Specific Insurance Requirements Related to Commercial General Liability Policies

CONTRACTOR's Commercial General Liability policy shall contain the following provisions:

4.1. COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (collectively, "COUNTY ADDITIONAL INSUREDS") shall be included as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of CONTRACTOR, or the acts or omissions of those acting on behalf of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR in conjunction with work or services provided by CONTRACTOR.

4.2. The required additional insured status of COUNTY ADDITIONAL INSUREDS may be satisfied by any of the following methods:

4.2.1. Use of a commercially available ISO Additional Insured form or other comparable insurance company form as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.

4.2.2. Use of policy language as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.

4.2.3. Use of a commercially available ISO Additional Insured endorsement form or other comparable insurance company form as broad in scope and coverage that specifically names COUNTY ADDITIONAL INSUREDS as Additional Insureds.

4.3. COUNTY ADDITIONAL INSUREDS shall be included under CONTRACTOR's Completed Operations coverage as required by written contract or agreement or as specifically endorsed as applicable.

4.4. CONTRACTOR's Commercial General Liability policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS as required by written contract or agreement or as specifically endorsed as applicable.

4.5. CONTRACTOR's Commercial General Liability policy shall provide that for any claims related to the Agreement, CONTRACTOR's insurance coverage shall be primary and non-contributory, as required by written contract or agreement, or as specifically endorsed as applicable, as respects COUNTY ADDITIONAL INSUREDS. Any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall be excess of CONTRACTOR's insurance, whether CONTRACTOR's insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall not contribute with it.

4.6. CONTRACTOR's Commercial General Liability policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.7. If CONTRACTOR maintains higher limits than the minimums shown above, whether on a primary or excess basis, COUNTY requires and shall be entitled to coverage with the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to COUNTY.

4.8. CONTRACTOR shall maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after completion of the work or services; or termination or expiration of the contract. CONTRACTOR shall furnish COUNTY with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Contract; or a combination thereof, for the required two (2) years.

4.9. If CONTRACTOR will utilize subcontractors or subconsultants to perform work or services, CONTRACTOR shall require each of its subcontractors or subconsultants, at every tier, to include COUNTY ADDITIONAL INSUREDS as Additional Insureds, including Completed Operations, as required by written contract or agreement, or specifically endorsed as applicable.

4.10. CONTRACTOR shall also have each of its subcontractors or subconsultants, at every tier, to include primary language and waivers of subrogation on their Commercial General Liability policies and Workers' Compensation policies in favor of COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

4.11. It is the express duty of CONTRACTOR that it verifies that its subcontractors, at every tier, have met the requirements stated in 4.9. through 4.11.

4.12. Failure of CONTRACTOR to obtain additional insured status, primary and non-contributory language, and waivers of subrogation for COUNTY ADDITIONAL INSUREDS, by CONTRACTOR and its subcontractors or subconsultants, at every tier, shall be considered a material breach of the Agreement.

5.0. Specific Insurance Requirements Related to Commercial Automobile Liability Policies

5.1. CONTRACTOR's Commercial Automobile Liability policy shall include COUNTY ADDITIONAL INSUREDS as indemnitees and additional (designated) insureds as required by written contract or agreement, or specifically endorsed as applicable.

5.2. CONTRACTOR's Commercial Automobile policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

6.0. Deductibles and Self-Insured Retention

6.1. Any deductible or self-insured retention that applies to Commercial General Liability, Commercial Automobile Liability or Professional (E&O), must be declared to COUNTY. Any deductibles or self-insured retention in excess of \$100,000 must be declared to and accepted by COUNTY in writing. CONTRACTOR has the option to provide by separate letter the amount of its General Liability, Automobile Liability, Professional (E&O) and, if applicable, other coverage deductibles or self-insured retentions to COUNTY's Risk Management Office for a confidential review and acceptance prior to the execution of the Agreement. COUNTY reserves the right to require CONTRACTOR to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by CONTRACTOR, and COUNTY shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

7.0. (Reserved for future use.)

8.0. (Reserved for future use.)

9.0. (Reserved for future use.)

10.0. Other Insurance Provisions – All Policies

The insurance policies required in this Exhibit are to meet the following provisions:

10.1. ACCEPTABILITY OF INSURERS: All of CONTRACTOR's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII and admitted to write insurance in California. Any use of a non-admitted insurer shall be disclosed and shall require COUNTY approval in writing, which approval shall not be unreasonably withheld.

10.1.1. Exceptions:

10.1.1.1. Underwriters at Lloyd's of London, which are not rated by A.M. Best.

10.1.1.2. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

10.2. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance

coverages in place at all times and provide COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is expressly required by this Exhibit to immediately notify COUNTY if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed that would reasonably adversely impact the required insurance coverages, limits or related requirements as required herein. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by CONTRACTOR or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to COUNTY prior to such change. Ten (10) days prior written notice shall be given to COUNTY in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

10.2.1. If CONTRACTOR fails to procure or maintain insurance as required herein, or fails to furnish COUNTY with proof of such insurance, COUNTY, at its discretion, may consider such failure to be a material breach of the Agreement.

10.2.2 It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

10.2.3. The failure of COUNTY to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

11.0. Notification of Claim

11.1. If any claim for damages or injury is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT D: COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
CHILD, FAMILY AND SPOUSAL SUPPORT**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- _____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- _____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- A. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- B. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsupport.ca.gov.

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

**EXHIBIT E: CERTIFICATION REGARDING DEBARMENT
AND SUSPENSION**

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this Application/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

ORGANIZATION'S NAME

Printed Name of person authorized to sign

Electronic or Scanned Signature

Date

EXHIBIT F: STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION LAWS

1. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical conditions, or physical or mental disability. CONTRACTOR shall take affirmative action to provide that applicants that are employed and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff to termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of this Equal Opportunity Clause.

2. CONTRACTOR agrees and assures COUNTY that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940 (c), (h), (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 – 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability of the participants to be served. For the purposes of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and CONTRACTOR will take affirmative action to insure that intended beneficiaries are provided services without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

The assurance is given in consideration and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By making this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY shall have the right to invoke all remedies available at law or equity, and specifically including fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

3. CONTRACTOR shall provide an atmosphere free of sexual harassment for its employees, clients, volunteers, and employees.
4. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.
5. CONTRACTOR shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice to be provided by CONTRACTOR, advising the labor union or worker's representative of CONTRACTOR'S commitment under this Equal Opportunity Clause and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
6. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

**NONDISCRIMINATION
STATEMENT OF COMPLIANCE**

_____, **(agency name)**, hereinafter referred to as “prospective contractor” hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applications for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, sex or age (over forty).

I _____ hereby swear that I am duly authorized to legally bind the
(name of official)
prospective contractor to the above-described certification. I am fully aware that this certification
executed on _____ in the county of _____ is made under
(date) **(county)**
the penalty of perjury under the laws of the state of California.

Applicant (Agency) Name

Date

Authorized Applicant Signature

Printed Name

EXHIBIT G: CLASSIFICATIONS TO BE PROVIDED BY CONTRACTOR CHECKLIST

D/CF is an abbreviation for Detention/Correction Facility. Some classifications have this designation and include additional compensation for these facilities.

*No comparable County classification.

**Not a County Civil Service classification.

Full requirements for classifications may be found in the class specifications at <https://www.governmentjobs.com/careers/sacramento/classspecs>

The County reserves the right to offer additional classifications to all contractors at a later date. Such an offer will be in writing and, if accepted by contractor, will result in an amendment to the contract to include the additional classification(s) before the additional services can be provided.

It is the contractor's responsibility to provide only the services agreed to in their contract.

Place a check mark by the classifications that your organization will provide:

Requested Medical Classifications	Summary of Required Experience	Program-Specific Requirements	Contractor will Provide <input checked="" type="checkbox"/>
Associate Physician RA**	Requires valid license to practice medicine in the State of California	Adult Correctional Health: <ul style="list-style-type: none"> • Unrestricted MD license • Board certified preferred (Family practice, Internal Medicine, ER) • Current Continuing Education Units (CEUs) • Residency Training 	
Certified Nurse's Aide/Assistant (CNA)*	Requires certification from the State of California		
Communicable Disease Investigator LV2	Requires one year of experience in communicable disease investigation, counseling or health education.		
Dental Hygienist On Call	Requires a license from the State of California.		
Dentist 2**	Requires a dental license from the State of California and 6 months experience providing	Adult Correctional Health: <ul style="list-style-type: none"> • Experience with extractions and restorations 	

	general dentistry, dental surgery and preventive care.		
Dietitian	Proof of eligibility for registration as a Dietitian with the American Dietetic Association.		
Emergency Medical Services Specialist	One year full-time paid employment as an EMT, Paramedic, Mobile Intensive Care Nurse, Army Medic or Navy Corps-person OR two years paid employment in technical, administrative or analytical experience within a governmental EMS program.		
Licensed Vocational Nurse (LVN)	Requires an LVN License from the State of California. Current BLS (Basic Life Support) CPR Certification		
Licensed Vocational Nurse D/CF	Requires an LVN License from the State of California. Will be assigned to work within detention and correctional facilities.	Adult Correctional Health and Juvenile Correctional Health: <ul style="list-style-type: none"> • Current BLS CPR Certification • One year professional experience as an LVN • Work experience in Correctional/Detention setting is preferred. 	
Medical Assistant Lv 2	Requires certification of training and proficiency in phlebotomy, skin puncture, and the administration of medications; and six months of experience subsequent to obtaining certification.	Adult Correctional Health: <ul style="list-style-type: none"> • A Medical Assistant Certificate and one year experience. 	
Medical Coder/Biller*	Requires current certification of training and proficiency in different reimbursement methodologies for accurate claims submission, understanding of medical insurance and its impact on an organization's revenue	Public Health: <ul style="list-style-type: none"> • A Medical Coder/Biller Certification and one year experience. 	

	cycle, the claims and appeals process, analysis of physical and electronic patient records, payment tracking, correcting rejected claims, and experience with CPT, HCPCS Level II ICD-10-CM, and ICD-10-PCS codes.		
Medical Director**	License to practice medicine in the State of California.	California Children's Services: <ul style="list-style-type: none"> • Unrestricted MD license • Board certified preferred (Family Practice, Internal Medicine, ER, Pediatric experience required.) • Current CEUs • 5 years of medical administrative experience 	
Medical Director D/CF**	License to practice medicine in the State of California. Will be assigned to work within detention and correctional facilities.	Adult Correctional Health: <ul style="list-style-type: none"> • Unrestricted MD license • Board certified preferred (Family Practice, Internal Medicine, ER) • Current CEUs • 5 years of medical administrative experience 	
Medical Case Management Nurse	Two years of experience as an RN and a BS or higher degree in nursing, public health, health services, public administration, or a related health or management field.	Public Health, California Children's Services: <ul style="list-style-type: none"> • Pediatric work experience preferred. 	
Mental Health Worker	Two years of employment providing direct mental health-related services; and a valid California Driver's License, Class C.		
Mental Health Worker Licensed	State of California License as a: Psychiatric Technician, RN or LVN; and a valid California Driver's License, Class C.		
Nurse Practitioner	RN and Nurse practitioner license from the State of	Adult Correctional Health:	

	California. BLS CPR Certification	<ul style="list-style-type: none"> Two years' experience as a Nurse Practitioner 	
Nutrition Assistant Lv 2	One year of experience as a Nutrition Assistant or a certificate from the State of California to practice as a WIC Nutrition Assistant (WNA).		
Occupational/Physical Therapist (Outside of the CCS program)*	Licensed by the State of California an Occupational or Physical Therapist.		
Orthopedic Casting Technologist*	One year of experience and certification by the National Association of Orthopedic Technicians.		
Pediatric Occupational/Physical Therapist Lv 2 - for the CCS program (see also Occupational/Physical Therapist for other programs)	Licensed from the State of California as Physical or Occupational Therapist and one year of experience performing occupational or physical therapy on children with disabilities.		
Pharmacist	Licensed from the State of California as a Pharmacist.	Adult Correctional Health: <ul style="list-style-type: none"> Regular pharmacist and/or; Advance practicing pharmacist 	
Pharmacy Technician	License from the State of California as a registered Pharmacy Technician.		
Physician Assistant	Licensed as a Physician Assistant by the State of California.		
Psychiatric Nurse	Registered Nurse license from the State of California and BLS CPR certification.		
Public Health Laboratory Technician	One year of para-professional laboratory experience performing bacteriological, biochemical, chemical, public health or related examination procedures and a minimum of 24 semester units or 36 quarter units in college laboratory courses such as chemistry, biology, bacteriology, or laboratory instrumentation.		

Public Health Nurse Lv 2 - Field	Registered Nurse license and public health nurse specialty certificate issued by the State of California and 6 months experience working as a certified public health nurse. A valid California Driver's License, Class C is also required. BLS CPR Certification.	Public Health: <ul style="list-style-type: none"> • Patient visits in various clinics or in homes. • Additional pay due to travel expense. 	
Public Health Nurse Lv 2	Registered Nurse license and public health nurse specialty certificate issued by the State of California and 6 months experience working as a certified public health nurse. A valid California Driver's License, Class C is also required. BLS CPR Certification.		
Radiologic Technologist	Certified Radiologic Technologist (CRT) license issued by the State of California.		
Registered Dental Assistant (RDA)	Registered Dental Assistant license issued by the State of California.	Public Health Clinics: <ul style="list-style-type: none"> • Certificates to perform full scope of x-ray exams • Other requirements as listed in the County Class Specs (see link above) 	
Registered Nurse (RN) Lv 2	RN license from the State of California.	Public Health: <ul style="list-style-type: none"> • Current BLS CPR certification 	
Registered Nurse D/CF Lv 2	RN license from the State of California. Will be assigned to work within detention and correctional facilities.	Adult Correctional Health: <ul style="list-style-type: none"> • Current BLS CPR certification • 2 years medical-surgical experience as an RN • Work experience in Correctional/Detention setting is preferred. Juvenile Correctional Health: <ul style="list-style-type: none"> • Current BLS CPR certification • 2 years' experience as an RN 	

		<ul style="list-style-type: none"> • Work experience in Correctional/Detention setting is preferred. 	
Registered Nurse Lv 2 – field*	RN license from the State of California and a valid California Driver’s License, Class C. BLS CPR Certification	Public Health: <ul style="list-style-type: none"> • Once on duty, travels from worksite to worksite during the workday. • Additional pay due to travel expense. 	
Sr. Mental Health Counselor	Master’s degree in a mental health related field and two years of experience of post-Master’s degree supervised experience in a mental health related setting.		
Sr. Public Health Nurse (PHN)	RN license and public health nurse certificate issued by the State of California and two years of experience as a PHN; and a California Driver’s License, Class C. BLS CPR Certification.		
Supervising Medical Case Management Nurse	Three years of experience as an RN and a BS or higher degree in nursing, public health, health services, public administration, or a related health or management field. BLS CPR Certification.	Public Health, California Children’s Services: <ul style="list-style-type: none"> • Pediatric work experience preferred. 	
Supervising Registered Nurse	RN license issued by the State of California and two years of experience as a Registered Nurse. BLS CPR Certification		
Supervising Registered Nurse D/CF	RN license issued by the State of California and two years of experience as a RN. Will be assigned to a detention or correction facility. BLS CPR Certification.	Adult Correctional Health: <ul style="list-style-type: none"> • Prior correctional health experience in a supervising role is preferred. 	

EXHIBIT H: COUNTY RATES OF PAY BY CLASSIFICATION

See Exhibit I for special rates, such as Holiday pay and overtime rates.

Those classes specifically highlighted below do not have a 24 hour facility rate.

Classification Title	Fiscal Year 2025/26 – Year 1			
	Minimum to Employee Non 24hr facility	To Contractor Non 24 hr facility	Minimum to Employee for 24 hr facility	To Contractor for 24 hr facility
Associate Physician RA	145.61	214.34	167.46	246.49
Certified Nurse’s Aide/Assistant (CNA)	23.80	34.04	27.38	39.15
Communicable Disease Investigator LV2	33.90	49.91	--	--
Dental Hygienist On Call	49.74	73.21	57.20	84.19
Dentist 2	102.24	150.50	117.58	173.08
Dietitian	45.82	67.44	52.69	77.56
Emergency Medical Services Specialist	46.36	68.25	--	--
Licensed Vocational Nurse	36.64	53.94	--	--
Licensed Vocational Nurse D/CF	--	--	42.14	62.03
Medical Assistant Lv 2	30.86	45.42	35.48	52.23
Medical Coder/Biller	24.33	34.79	27.97	40.00
Medical Director	156.73	230.70	--	--
Medical Director D/CF	--	--	195.92	288.39
Medical Case Management Nurse	62.26	91.64	71.60	105.39
Mental Health Worker	30.95	45.56	35.59	52.39
Mental Health Worker Licensed	37.76	55.58	43.42	63.92
Nurse Practitioner	75.55	111.21	86.88	127.89
Nutrition Assistant Lv 2	25.37	37.35	29.18	42.95
Occupational/Physical Therapist (Outside of the CCS program)	59.89	88.17	68.87	101.40
Orthopedic Casting Technologist	29.73	42.51	34.19	48.89
Pediatric Occupational/Physical Therapist Lv 2 – only for the CCS program	59.89	88.17	--	--
Pharmacist	81.78	120.38	94.05	138.43
Pharmacy Technician	31.09	45.76	35.75	52.62
Physician Assistant	75.55	111.21	86.88	127.89
Psychiatric Nurse	60.06	88.41	69.07	101.67
Public Health Laboratory Technician	30.05	44.23	34.55	50.86
Public Health Nurse Lv 2– field *	69.01	100.63	--	--
Public Health Nurse Lv 2	67.01	98.63	--	--
Radiologic Technologist	39.89	58.72	45.87	67.53

Registered Dental Assistant (RDA)	33.16	48.81	38.13	56.13
Registered Nurse Lv 2	58.51	86.12	--	--
Registered Nurse D/CF Lv 2	--	--	79.32	116.76
Registered Nurse Lv 2 – field *	60.51	88.12	--	--
Sr. Mental Health Counselor	56.72	83.49	65.23	96.02
Sr. Public Health Nurse	71.96	105.92	--	--
Supervising Medical Case Management Nurse	69.86	92.40	80.34	118.27
Supervising Registered Nurse	65.52	96.44	--	--
Supervising Registered Nurse D/CF	--	--	90.08	132.60

Classification Title	Fiscal Year 2026/27 – Year 2			
	Minimum to Employee Non 24hr facility	To Contractor Non 24 hr facility	Minimum to Employee for 24 hr facility	To Contractor for 24 hr facility
Associate Physician RA	148.53	218.63	170.80	251.42
Certified Nurse’s Aide/Assistant (CNA)	24.28	34.72	27.93	39.93
Communicable Disease Investigator LV2	34.58	50.90	--	--
Dental Hygienist On Call	50.73	74.67	58.34	85.88
Dentist 2	104.29	153.51	119.93	176.54
Dietitian	46.73	68.79	53.74	79.11
Emergency Medical Services Specialist	47.29	69.61	--	--
Licensed Vocational Nurse	37.38	55.02	--	--
Licensed Vocational Nurse D/CF	--	--	42.98	63.27
Medical Assistant Lv 2	31.47	46.33	36.19	53.28
Medical Coder/Biller	24.82	35.49	28.53	40.80
Medical Director	159.86	235.32	--	--
Medical Director D/CF	--	--	199.83	294.16
Medical Case Management Nurse	63.50	93.48	73.03	107.50
Mental Health Worker	31.57	46.47	36.31	53.44
Mental Health Worker Licensed	38.51	56.69	44.29	65.20
Nurse Practitioner	77.06	113.43	88.62	130.45
Nutrition Assistant Lv 2	25.88	38.09	29.76	43.81
Occupational/Physical Therapist (Outside of the CCS program)	61.09	89.93	70.25	103.42
Orthopedic Casting Technologist	30.32	43.36	34.87	49.87
Pediatric Occupational/Physical Therapist Lv 2 - for the CCS program	61.09	89.93	--	--
Pharmacist	83.41	122.79	95.93	141.20
Pharmacy Technician	31.71	46.68	36.47	53.68
Physician Assistant	77.06	113.43	88.62	130.45
Psychiatric Nurse	61.26	90.18	70.45	103.71
Public Health Laboratory Technician	30.65	45.11	35.25	51.88

Public Health Nurse Lv 2 – field *	70.35	102.61	--	--
Public Health Nurse Lv 2	68.35	100.61	--	--
Radiologic Technologist	40.69	59.89	46.79	68.88
Registered Dental Assistant (RDA)	33.82	49.78	38.89	57.25
Registered Nurse Lv 2	59.68	87.85	--	--
Registered Nurse D/CF Lv 2	--	--	80.91	119.09
Registered Nurse Lv 2 – field *	61.68	89.85	--	--
Sr. Mental Health Counselor	57.86	85.16	66.53	97.94
Sr. Public Health Nurse	73.39	108.04	--	--
Supervising Medical Case Management Nurse	71.26	104.90	81.95	120.63
Supervising Registered Nurse	66.83	98.37	--	--
Supervising Registered Nurse D/CF	--	--	91.88	135.25

Classification Title	Fiscal Year 2027/28 – Year 3			
	Minimum to Employee Non 24hr facility	To Contractor Non 24 hr facility	Minimum to Employee for 24 hr facility	To Contractor for 24 hr facility
Associate Physician RA	151.50	223.00	174.22	256.45
Certified Nurse’s Aide/Assistant (CNA)	24.77	35.42	28.49	40.73
Communicable Disease Investigator LV2	35.27	51.92	--	--
Dental Hygienist On Call	51.74	76.17	59.51	87.59
Dentist 2	106.38	156.58	122.33	180.07
Dietitian	47.67	70.17	54.82	80.69
Emergency Medical Services Specialist	48.24	71.00	--	--
Licensed Vocational Nurse	38.13	56.12	--	--
Licensed Vocational Nurse D/CF	--	--	43.84	64.54
Medical Assistant Lv 2	32.10	47.26	36.92	54.34
Medical Coder/Biller	25.32	36.20	29.10	41.62
Medical Director	163.06	240.02	--	--
Medical Director D/CF	--	--	203.83	300.04
Medical Case Management Nurse	64.77	95.35	74.49	109.65
Mental Health Worker	32.20	47.40	37.03	54.51
Mental Health Worker Licensed	39.28	57.83	45.18	66.50
Nurse Practitioner	78.60	115.70	90.39	133.06
Nutrition Assistant Lv 2	26.40	38.86	30.36	44.68
Occupational/Physical Therapist (Outside of the CCS program)	62.31	91.73	71.66	105.49
Orthopedic Casting Technologist	30.93	44.23	35.57	50.87
Pediatric Occupational/Physical Therapist Lv 2 - for the CCS program	62.31	91.73	--	--
Pharmacist	85.08	125.24	97.84	144.03
Pharmacy Technician	32.34	47.61	37.19	54.75

Physician Assistant	78.60	115.70	90.39	133.06
Psychiatric Nurse	62.49	91.98	71.86	105.78
Public Health Laboratory Technician	31.26	46.02	35.95	52.92
Public Health Nurse Lv 2 – field *	71.71	104.62	--	--
Public Health Nurse Lv 2	69.71	102.62	--	--
Radiologic Technologist	41.50	61.09	47.73	70.26
Registered Dental Assistant (RDA)	34.50	50.78	39.67	58.40
Registered Nurse Lv 2	60.87	89.60	--	--
Registered Nurse D/CF Lv 2	--	--	82.52	121.48
Registered Nurse Lv 2 – field *	62.87	91.60	--	--
Sr. Mental Health Counselor	59.01	86.87	67.87	99.90
Sr. Public Health Nurse	74.86	110.20	--	--
Supervising Medical Case Management Nurse	72.69	107.00	83.59	123.05
Supervising Registered Nurse	68.16	100.33	--	--
Supervising Registered Nurse D/CF	--	--	93.72	137.95

* = rates include additional \$2 per hour for travel costs

EXHIBIT I: SPECIAL RATES

EXCESS HOURS, HOLIDAY, SHOW-UP, COURT TIME AND LATE CALL RATES OF PAY AND CONDITIONS

Excess Hours, Holiday, Show-up, Court Time and Late-Call Pay are defined below. No shift differentials will be paid. The 24-hour facility rates contain sufficient funds to cover additional recruitment costs. Mileage reimbursement is the responsibility of the contractor.

➤ **Excess Hours Rates:**

COUNTY has four (4) different shifts that are used throughout the Department. Rates for excess hours will be based on the job classifications (assignment based) shifts and governed by the overtime rules that apply for each.

Standard Eight (8) Hour Shift:

- Hours worked for the County in excess of eight (8) but less than twelve (12) within a 24-hour period will be paid at one and one half times the regular rate.
- Hours worked for the County in excess of twelve (12) hours within one 24-hour period will be paid at double the regular rate.
- Hours worked for the County in excess of forty (40) hours within the same week will be paid at one and one half times the regular rate.

9/80 Schedule

- Overtime shall be earned when the contract employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour work shift, and in excess of forty (40) hours during the designated workweek.
- Hours worked for the County in excess of nine (9) hours within the same day or more than forty (40) hours within the same week will be paid at one and one half times the regular rate.
- Hours worked for the County in excess of twelve (12) hours within one 24-hour period will be paid at double the regular rate.

4/10 Schedule

- Overtime shall be earned when the contract employee is required to work in excess of ten (10) hours when normally scheduled to work the ten-hour work shift, and in excess of forty (40) hours during the designated workweek.
- Hours worked for the County in excess of ten (10) hours within the same day or more than forty (40) hours within the same week will be paid at one and one half times the regular rate.
- Hours worked for the County in excess of twelve (12) hours within one 24-hour period will be paid at double the regular rate.

7/12 Schedule

- Overtime shall be earned when the contract employee is required to work in excess of twelve (12) hours when normally scheduled to work the twelve-hour work shift, and in excess of forty (40) hours during the designated workweek.
- Hours worked for the County in excess of forty (40) hours within the same week will be paid at one and one half times the regular rate.
- Hours worked for the County in excess of twelve (12) hours within one 24-hour period will be paid at double the regular rate.

Holiday Rate:

- Rate for the ACTUAL Holiday will be one and one half times the regular rate. Fifty percent or more of the shift must be worked on the actual Holiday in order to be eligible for one and one half times the regular rate for the entire shift. Excess Hours rates will not apply unless the registry staff person works more than twelve (12) hours on a Holiday.
- Only the following Holidays are included in the Holiday rate:
 - New Year's Day (January 1st)
 - Memorial Day (Last Monday in May)
 - Independence Day (July 4th)
 - Labor Day (First Monday in September)
 - Thanksgiving Day (Fourth Thursday in November)
 - Christmas Day (December 25th)
- **If the day that the County observes the Holiday is different from the actual date of the Holiday, the Holiday rate will be paid on the ACTUAL Holiday date.**
- Contractor's employees assigned to non-24 hour facilities will not be scheduled to work on County Holidays and contractor will not be paid by the County for the time not worked. The contractor may choose to provide Holiday pay as a benefit for retention purposes, but shall not bill the County.

➤ **Show-up Pay:**

- If County cancels a request for contractor's employee **less than two hours before the start of a shift** and contractor's employee reports for duty because contractor's attempt to contact contractor's employee was unsuccessful, County will provide a minimum of four (4) hours of work for contractor's employee. If contractor's employee voluntarily decides to not work the 4-hour minimum, show-up pay does not apply.

➤ **Court-Time Pay:**

- Court time is the actual time spent at the Courthouse. If court time extends beyond eight (8) hours in a day, Excess Hours rates will apply.

➤ **Late Call Pay:**

- If County requests registry personnel less than two hours prior to start of the shift, contractor will be paid from the start of the shift, provided contractor's employee reports to work in the facility within one hour from the start of the shift. Otherwise, contractor will be paid from the time of arrival.

EXHIBIT J: APPLICATION NARRATIVE

Narrative formatting instructions may be found in Section III. B. of this RFA.

Areas to be addressed:	Applicants will be rated on:	Maximum Pages	Maximum Points
<p>I. Experience and Knowledge</p> <p>A. Describe your organization’s past and present experience providing services as defined in this RFA’s scope of work, including types of organizations services have been provided for. Include the number of years your organization has provided these services.</p> <p>B. Describe your organization’s process for verifying staff’s credentials and experience. Include your plan to ensure Department requirements are met.</p>	<p>Clarity and completeness of response and:</p> <p>A. Quality and relevance of experience that demonstrates the organization’s understanding, ability and capacity to provide services as defined in this RFA’s scope of work.</p> <p>B. Clearly explains the screening process utilized to verify credentials and experience of staff.</p>	2	25
<p>II. Availability of Staff</p> <p>A. Describe your organization’s numbers of available applicable staff, retention methods and recruitment methods.</p> <p>B. Describe the numbers and types of staff with correctional facilities experience.</p> <p>C. Describe how your organization will work with Programs to recruit for those classifications which are hard to fill.</p>	<p>Clarity and completeness of response and:</p> <p>A. Clearly explains available staff, and quality of retention and recruitment methods.</p> <p>B. Clearly explains the numbers and types of staff with correctional facilities experience.</p> <p>C. Quality of recruiting methods for classifications that are hard to fill.</p>	2	25
<p>III. Account Management Services</p> <p>A. Describe your organization’s account management services, including invoicing, corrections to invoices, 24/7 communication and request processes, methods to expedite background checks and all other services to be provided</p> <p>B. Describe how your organization is ready and able to provide requested services.</p>	<p>Clarity and completeness of response and:</p> <p>A. Quality of organization’s account management services including realistic methods to expedite background checks.</p> <p>B. Understanding and ability to provide comprehensive services for the hours of operation, and service intensity defined in the scope of work.</p>	2	25

EXHIBIT J: APPLICATION NARRATIVE

Areas to be addressed:	Applicants will be rated on:	Maximum Pages	Maximum Points
<p>IV. References</p> <p>Provide at least two Letters of Reference from current customers.</p> <p>A. Letters should be addressed to Sacramento County Department of Health Services.</p> <p>B. Letters should be on the organization's letterhead and include the organization's name, a contact name, a phone number and email address.</p>	<p>Clarity and completeness of Letters of Reference. Demonstration of existing relationship with organization. Description of the nature and duration of relationship.</p>	<p>No page limit for Letters of Reference</p>	<p>25</p>
<p>TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE</p>		<p>6</p>	<p>100</p>

EXHIBIT K:
REQUEST FOR APPLICATION No. OFCA/025
APPLICANT QUESTIONS FORM

Instructions for completion and submission:

1. Exhibit K: RFA No. OFCA/025 Applicant Questions Form is a Portable Document Format (PDF) document with fillable fields. The Applicant Questions Form will be provided to organizations that emailed DHS-OFCA-RFWs@saccounty.gov requesting the application exhibits.
2. Applicant questions must be submitted on this RFA OFCA/025 Applicant Questions Form. The completed form must be attached to the sender’s email and emailed to DHS-OFCA-RFWs@saccounty.gov by the date shown in the RFA timeline. Emails subject line must read, “RFA OFCA/025 Questions Form”.
3. Questions in any other form (either written or oral) about the RFA, its scope of work, or related processes will not be accepted.
4. Applicant questions will not be accepted after the Questions Form submission deadline as shown in the RFA timeline.
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question and answer document that will be emailed to the email address provided when the application exhibits were requested. At the sole discretion of Sacramento County DHS, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

Date	
Organization: (insert name)	
Submitted By: (insert name and title)	
E-Mail Address:	

RFA Number	Section Number	RFA Page Number	Concisely describe your Question. Use a separate row for each question.

RFA Section Number	RFA Page Number	Concisely describe your Question. Use a separate row for each question.

ATTACHMENT 1: SAMPLE AGREEMENT BOILERPLATE

COUNTY OF SACRAMENTO

**«CONTRACTTYPENAME» AGREEMENT NO. «ContractNum»
AGREEMENT**

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20___, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and «CONTRACTORNAME», a _____ [nature of business, such as an individual, sole proprietorship, non-profit California corporation, partnership, etc.], hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, _____ [County’s reasons for contracting]

WHEREAS, _____

WHEREAS, _____ [Contractor’s reasons for contracting]

WHEREAS, _____

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on «enddate».

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

«ContractorName»
«Address»
«CITYSTATEZIP»

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and

retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, proposer for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and proposers for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an “Indemnified Party” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR’s subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR’S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE

Without limiting CONTRACTOR’s indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web Proposals provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY’s Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **insert - upon completion of services, on a monthly basis**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement

- D. are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- E. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- F. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the proposal thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or proposals which can be given effect without the invalid term, condition, or proposal; to this end the terms and conditions of this Agreement are declared severable

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. BUSINESS ASSOCIATE REQUIREMENTS

If COUNTY determines that under this Agreement CONTRACTOR is a "Business Associate" of COUNTY, as defined in the Health Insurance Portability and Accountability Act (45 CFR 160.103), then CONTRACTOR shall comply with the Business Associate provisions contained in Exhibit G, which is attached hereto and incorporated by reference herein.

XXXIX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party

represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XL. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XLI. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLII. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLIII. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLIV. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

XLV. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above

ATTACHMENT 2: SAMPLE EXHIBIT D TO AGREEMENT “ADDITIONAL PROVISIONS”

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and
«CONTRACTORNAME»,
hereinafter referred to as “CONTRACTOR”**

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY’s consent or the consent of the applicant/recipient.

- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four (4) years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy, a copy of which is attached as Exhibit F.
- B. If COUNTY finds CONTRACTOR has failed to perform, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within an agreed upon time frame. If CONTRACTOR fails to comply, COUNTY shall take the required corrective action and deduct the actual cost to correct the problem from CONTRACTOR's claim, when appropriate, to ensure compliance with the Good Neighbor Policy.

VIII. AUDIT/REVIEW REQUIREMENTS

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors 2 CFR 200.501 requires that non-Federal entities that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).

IX. AMENDMENTS

- A. DIRECTOR may execute an amendment to this Agreement provided that:
 - 1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
 - 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

X. BASIS FOR ADVANCE PAYMENT


- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

XI. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

ATTACHMENT 3: COUNTY TRANSPORTATION POLICY

	Policy #2301
Subject: Transportation Policy Procedures	
Responsible Department: General Services	

Procedures

Interdepartmental Pool Vehicles/Equipment

Conditions for Use: The following conditions must be met prior to checking out pool use vehicles/equipment. The employee:

- Needs the vehicle/equipment to conduct official business.
- Shows the dispatcher a valid California driver's license for light vehicles/equipment. For Heavy vehicles/equipment, it is the department's responsibility to make sure that its operators are properly licensed and trained.
- Completes the required billing information (necessary for light vehicles/equipment only).
- Has not been denied the privilege of using County vehicles by the Director or any agency or department head. It is the supported activity's responsibility to notify Fleet Services Division (FSD) when an employee's driving privileges have been suspended.

After checking out vehicles/equipment and making the required trip, the employee shall return the vehicle/equipment to the pool. Checkout periods shall be limited to the shortest practical time so that vehicle/equipment utilization can be maximized, and fleet size kept at a minimum.

Special Checkout Authorization

When an interdepartmental pool vehicle/equipment is required for Out-of-County travel, overnight retention, or duty-hour retention, a Vehicle Assignment Request Form FSD 013 (Attachment A), shall be properly completed, approved by the department head or designated representative, and submitted to the FSD Automotive Services Manager. These three types of travel are described as follows:

Type of travel	Description
Out-of-County Travel	<p>Defined as travel outside of the County border. A Vehicle Assignment Request Form FSD 013 must be submitted to the FSD Automotive Services Manager prior to checking out a pool vehicle (Attachment A).</p> <p>For departmental sub-pool vehicles, an FSD 013 is not required; however, a travel log must be</p>

	<p>maintained by the respective department, and must include, at a minimum:</p> <ul style="list-style-type: none"> • Name of driver • Date of trip • Destination • Time Out/Time Returned • Total mileage of the trip • Approval signature of the supervisor <p>Departments shall maintain travel logs for a minimum of three (3) years; copies of the logs shall be made available to the Chief of FSD semiannually, or upon request.</p> <p>The SDA is exempt from the travel log requirement as it applies to SDA facilities located in other counties, currently Yolo, Placer, San Joaquin and potentially Sutter in the future, which require regular visits for operation and maintenance of those facilities.</p>
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Overnight Checkout Authorization	<p>Situations when this requirement applies include the following:</p> <ul style="list-style-type: none"> • When a vehicle/equipment is temporarily (20 working days or less) located overnight at the home of the employee (for 21 days or more, see Home Retention Guidelines, Attachment B). • When after-hours return is not anticipated in advance, a Vehicle Assignment Request Form FSD 013 must be submitted the following workday. Department heads shall be advised by the driver or appropriate supervisor if a retroactive authorization is required. • As described for “Out-of-County Travel” (see above), Overnight Checkouts must be documented in the departments’ travel log.
Duty Hour Retention	See “Individual Assignments” below.

Vehicle/Equipment Assignment Responsibilities

Department Heads and elected officials must assure all vehicle and equipment assignments conform to the County Transportation Policy. Assignments to individuals shall be specified as "duty hour retention", "home retention" or "overnight retention". Individuals assigned County vehicles/equipment shall be responsible for abiding by the provisions of the Transportation policy; and bringing the vehicles/equipment to County maintenance facilities at appropriate times for maintenance or inspections.

Vehicles/equipment assigned to individuals shall be made available for official use by other employees at all times when immediate availability to the assignee is not required.

Individual Assignments

County vehicles/equipment may be assigned to individuals when essential for safety, cost or operational effectiveness reasons. Individual assignments must be justified in writing to the Director and Chief of FSD prior to the assignment and are subject to periodic review.

Department-assigned vehicles must be justified in writing to the Director and Chief of FSD (or the Director of Airports, if the vehicle is assigned to Airports staff, or the District Engineer of SDA for SDA staff). Once approved, if there are no vehicles available in the FSD pool, departments are required to obtain Board of Supervisors approval (to add additional vehicles to the County fleet. Policies and procedures for additional vehicles are contained in the “Light Fleet Vehicle Addition Policy”, “Heavy Vehicle Addition Policy”, and accompanying procedures documents. When purchase of additional vehicles are approved, FSD will only purchase or lease vehicles powered by the most sustainable renewable or low-carbon fuels available and practical at time of purchase that are consistent with achieving and maintaining compliance with federal, state and local regulatory requirements. Exceptions may be granted for authorized emergency support vehicles as defined in California Vehicle Code (CVC) section 165 and other unique duty circumstances that meet the California Air Resources Board’s exemption criteria and with the approval of the County Executive or designee.

To justify a department-assigned vehicle, they must be driven a minimum of 7,500 miles annually, unless they are special use vehicles that require special equipment or supplies, or are “campus” vehicles only used for short trips (i.e. Bradshaw complex or RCCC). FSD will provide annual reports for vehicles that do not meet the annual mileage requirement. At the end of each fiscal year, vehicles that do not meet the mileage minimum shall be returned to the FSD’s motor pool, or surplus, unless the department head can provide a justification to retain the vehicle in lieu of mileage reimbursement for privately-owned employee vehicles.

Duty Hour Retention

The minimum transportation needs for duty hour retention shall include the following conditions:

- Department management has determined the assignee's duties cannot be satisfactorily performed without continuous availability of a suitable vehicle/equipment during duty hours; and
- Tasks performed during duty hours require a specially equipped vehicle equipment; or
- Need cannot be met by use of an interdepartmental pool or department sub-pool vehicle/equipment; or
- Monthly mileage claim costs of a privately-owned vehicle/equipment would exceed costs of a County vehicle. A cost comparison must be included as part of the department request for a duty hour retention vehicle.

Special Overnight Retention Authorization

The department head may authorize an assignee with permanent duty hour retention to retain the County vehicle/equipment, overnight and/or weekends. Except in an emergency, this approval must be obtained in advance. Overnight assignments are only to be considered for specific events, limited term projects, or unique circumstances, such as:

- It is more economically feasible or enhances productivity to have an employee report directly to a job location, *and*
- The employee needs a County vehicle in the normal course of their assigned duties because the vehicle requires some form of special equipment or mission-related supplies as described above in the paragraph titled “Duty hour retention”.

Both factors must be acknowledged before assigning an overnight retention vehicle: 1) is it more efficient for the employee to go directly to the event or project site, and if so, 2) do they need a County vehicle to perform their job. Overnight assignments shall be kept to a minimum and shall not be used for permanent home retention assignments. Overnight retention assignments must also be documented in the departments’ travel log.

Home Retention Guidelines

A department head may request an individual be assigned home retention privileges if the department head deems home retention is in the public interest and/or the task(s) to be performed when called during off-duty hours is beneficial to the County.

Employees operating emergency response vehicles/equipment must be capable of responding within the time designated by department policy for emergency call outs.

Home retention requests for County vehicles must be submitted in writing to the department head for approval, along with the “Acknowledgement of County Policies re: Home Retention Vehicles” (Attachment B). Additional information on Home Retention Vehicle Policy is available on County’s DGS intranet webpage. Once

approved, the request is forwarded through the Director of DGS to the Chief of FSD for approval. Upon approval, copies are forwarded to the requesting department, the FSD Automotive Manager and the appropriate Department of Personnel Services (DPS) activity. Information in the request should include:

- Employee name and classification
- Vehicle equipment number
- Assignment location
- Assignment duration
- Justification for home retention

Driving a vehicle home may subject the driver to Internal Revenue Service rules concerning additional compensation. To record the Vehicle Use, employees will use the code “Z020” with Premium code “VU” to record the daily Vehicle Use, as shown below. The “Imputed Income” will appear on the employees’ pay advice, at the prevailing rate. IRS rules are available at <https://www.irs.gov/pub/irs-pdf/p15b.pdf>.

Data Entry Area															
LT	L..	P...	ID	A/...	Total	SU ...	MO ...	TU ...	WE ...	TH ...	FR ...	SA ...	SU ...	MO ...	TU ...
					80.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00
					90.00	0.00	9.00	9.00	9.00	9.00	9.00	0.00	0.00	9.00	9.00
			0	Z001	20.00		2.00	2.00	2.00	2.00	2.00			2.00	2.00
			0	Z001	60.00		6.00	6.00	6.00	6.00	6.00			6.00	6.00
		VU	2	Z020	10.00		1.00	1.00	1.00	1.00	1.00			1.00	1.00

Periods When The Vehicle/ Equipment Is Not Needed

When the department head determines there is no longer a need for after-hours availability, the assignee shall discontinue driving the vehicle/equipment to and from work. They shall instead park the vehicle/equipment at a County work location during off-duty hours, or return it to the County vehicle/equipment pool, as appropriate. This requirement applies, but is not limited to, the following periods:

- When the assignee is on vacation, sick leave or otherwise off duty for more than three working days.
- When the conditions that justified home retention is interrupted for more than three working days.

Non-employee Drivers

Non-employee drivers must be identified by written authorization from the Chief of FSD. Non-employee drivers for the Airports must be identified by written authorization from the Airport Equipment Maintenance Superintendent. Non-employee drivers for the SDA must be identified by written authorization from the SDA Director or designee.

Requesting Authorization For Non-employee Drivers To Use County Vehicles

To request authorization for non-employee drivers to use a County vehicle, the requesting department shall:

- Write to the Chief of FSD (Mail Code 73-001) identifying the need for the non-employee to drive County vehicles. Use Non-employee Driver Request Form (Attachment F) for vehicles and equipment owned by the Airports, write to Airport Equipment Superintendent, the approving authority of Airports.
- Enclose a photocopy of a valid California driver's license.
- Indicate, in writing, that the non-employee driver has read the Transportation Policy and will abide by the rules and regulations in the policy.

The Chief of FSD or Airport Equipment Superintendent will:

- Review and approve or reject the request.
- Send copies of the approved request to the requesting department and Risk Management.
- Advise the motor pools of the approved request.

Use, Safety, Accidents and Liability:

The County Risk Management Office is responsible for processing all vehicle/equipment accident claims by and against the County or other entities covered by the insurance policies. The procedures for reporting an accident are described below.

Stage	Responsible Person	Action
1	The County driver ...	involved in a vehicle/equipment accident while on County business must report the accident to the County Operator if driving any of the following: <ul style="list-style-type: none"> • County-owned vehicles, • rented vehicles, or • their own vehicle/equipment.
2	The County Operator ...	will notify the following: <ul style="list-style-type: none"> • appropriate law enforcement agency • ambulance and towing service if needed; and • the County Risk Management Office.
3	The County driver...	must complete a "Sacramento County Driver's Report of Accident" (DRA) form, (Attachment C) and forward to the driver's supervisor. If the driver is injured and unable to complete the report, it should be completed by the driver's immediate supervisor.

4	The supervisor...	must then complete the appropriate section of the accident report.
5	The County driver...	must not admit fault nor discuss the accident with anyone except: <ul style="list-style-type: none"> • the police, • their supervisor or manager, • representatives of the County Risk Management Office, or • the County's insurance adjuster.
6	If an employee is injured in the accident, the supervisor...	shall also complete a "Supervisor's Report of Illness/Injury" (Attachment D), which shall be attached to the DRA.
7	The supervisor...	shall transmit the DRA to the County Risk Management Office within 24 hours of the accident. Copies of the completed form should be sent to: <ul style="list-style-type: none"> • the Workers Comp Office (if the driver was injured); • FSD, and • the driver's department head.
8	The County driver or the supervisor...	shall bring the vehicle to County Fleet Services maintenance shop within 24 hours for damage/repair estimates.

County-owned and County rented vehicles/equipment shall be used for official County business only and shall be operated in a manner consistent with all safety and legal requirements of the County, state and other jurisdictions in which they are located. Employees violating this provision are subject to disciplinary action, loss of driving privileges, and any financial obligations incurred. Unsafe driver behavior may lead to loss of vehicle use privileges for up to 6 months and will require defensive driver training prior to reinstatement. Unsafe driver behavior includes but is not limited to:

- Two or more speeding incidents of 20 miles per hour over speed limit within a period of 12 months. This infraction will be based on reports obtained from County's vehicle tracking or GPS system.
- Two avoidable collisions within a period of 36 months.
- Two or more moving violating citations within a period of 36 months.

Vehicle Engine Idling Limit

To meet the State regulation and County's effort to reduce carbon emissions, the County Transportation Policy establishes a five-consecutive-minute engine idling limit for all vehicles and equipment in the County's fleet. There are limited exemptions to this policy as outlined in Attachment E.

Global Positioning System (GPS)

Employees and other authorized drivers may, in the course of their employment, be asked to drive County vehicles that are equipped with GPS technology. GPS technology provides a broad spectrum of safety, diagnostics, and vehicle maintenance enhancements, to include:

- Access to accurate mileage information in order to keep County vehicles on their proper maintenance cycles, and reducing breakdowns.
- Eliminates the need to perform smog tests by measuring emissions real-time.
- Can be used to locate stolen vehicles.
- Ability to monitor vehicle utilization such as fuel use, diagnostic data, speed, location, routing, and idling.
- Enhances job performance, personnel safety, situational awareness, and emergency assistance in time critical scenarios.
- Managing resources effectively by alerting FSD when a diagnostic fault code occurs, or ensuring employees are following their routes or assignments.

Only agency/department heads, or their designee, will have access to the GPS system regarding employee vehicle reporting. As described above, GPS data may be used for monitoring of employees to maximize route efficiencies and/or reinforce safe driving practices, and may be used in the course of pending investigations.

The following categories of vehicles/equipment will automatically be outfitted with GPS technology to maximize the safety, security and diagnostic monitoring features of the system:

- All General Services vehicles including "Pool Vehicles" (initial pilot test, and at the discretion of the department head thereafter)
- All Home Retention Vehicles, with the exception of designated law enforcement undercover vehicles at the discretion of their assigned department head.
- All Waste Management refuse vehicles and transfer vehicles (for purposes of route analysis)
- All "Departmental Sub-pool" rental vehicles with utilization of less than 10,000 miles during previous 12 months (for purposes of maintaining efficient fleet equipment asset utilization).

The following links below can be used to access forms and other procedural documents:

- [FSD 013 Vehicle Assignment Request Form](#)
- [Acknowledgement of County Policies re: Home Retentions Vehicles](#)
- [Driver's Report of Accident](#)

- Supervisor's Report of Illness/Injury
- Non-employee Driver Request Form

Attachments:

Attachment A - Vehicle Assignment Request Form

Attachment B - Acknowledgement of County Policies re: Home Retention Vehicles

Attachment C - Driver's Report of Accident (Pages 1 - 4) Attachment D - Supervisor's Report of Illness/Injury (Pages 1 - 2)

Attachment E - Exemptions to Engine Idling Limits

Attachment F - Non-employee Driver Request Form

Attachment A - VEHICLE ASSIGNMENT REQUEST FORM

COUNTY OF SACRAMENTO			
Department of General Services Fleet Services Division Vehicle Assignment Request Form			
Department:	<input type="text"/>	Request Date:	<input type="text"/>
Division:	<input type="text"/>	Cost Center:	<input type="text"/>
Employee Name:	<input type="text"/>	Phone Number:	<input type="text"/>
		Title:	<input type="text"/>
Retention Dates: From:	<input type="text"/>	To:	<input type="text"/>
		Vehicle Number:	<input type="text"/>

<p>Select all that apply and provide additional information:</p> <p><input type="checkbox"/> Temporary Overnight Retention (Less than 20 days)*</p> <p><input type="checkbox"/> Duty Hour Retention</p> <p><input type="checkbox"/> Out-Of-County Trip</p> <p>Additional Information:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p>Parking of Personal Vehicles in Motor Pool spaces is allowed only during <u>overnight retention</u> of a pool vehicle.</p> <p>Personal Vehicle information:</p> <p>Make: <input type="text"/> Model: <input type="text"/></p> <p>License Plate #: <input type="text"/></p> <p>I hold Sacramento County harmless for any loss through fire, collision, theft, or otherwise to the personal vehicle or its contents, resulting from use of a county parking facility.</p> <p>Signature: _____</p> <p>Date: _____</p>
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*Overnight retention of vehicles over 20 days must comply with the "Individual Assignments" Section of the Transportation Policy and Procedure. A letter of justification must be submitted to the County Executive by the department head involved.

<p>Department Request Approved By (Print and Sign):</p> <p>_____</p> <p>Department Head or Designee</p>	<p><input type="checkbox"/> Receipt Acknowledged</p> <p>_____</p> <p>Chief, Fleet Services Division or Designee</p>
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DGS Form FSD-013 (Rev. 3-20-2019)

Attachment B - Acknowledgement of County Policies re: Home Retention Vehicles

1. During the period you are assigned an On-Call, After-Hours response vehicle, you are required to respond within the timeframe designated by your respective department policy for emergency call outs.
2. You are only authorized to drive the Home Retention Vehicle while conducting official County business, other than driving to and from home. During your commute to and from your residence, you may make convenience stops (groceries, dry cleaning, etc.) but only if the stop is within one- quarter mile of your regular commute route. Please be mindful of the public’s perception of using public vehicles for personal use and limit stops as much as possible.
3. For liability reasons, stops to drop off or pick up children are not allowed. Transportation of children as necessary in the direct line of duty (i.e., Child Protective Services, Probation, Sheriff, or other such departments) is exempt from this prohibition.
4. You are prohibited from operating a County vehicle with any measurable amount of alcohol or illegal substance in your blood stream. Violation of this policy is grounds for immediate revocation of home retention rights and other disciplinary actions as may be deemed appropriate by your supervisor.
5. Home Retention Vehicles shall be stored in such a manner that reasonably provides for the protection of the vehicle. Be sure to remove equipment and/or official County documents if it is not stored inside a secured area. If you live outside the 5-mile County boundary, you must make arrangements to park and secure the vehicle inside the 5-mile radius. Secure parking may be at a secured parking facility, public safety agency, fire station, or other such location. Your department head must approve the location prior to approving the home retention vehicle assignment.
6. You are prohibited from removing County vehicle decals or any other such identification such as County seals or vehicle identification numbers. Additionally, do not “personalize” a County vehicle, either by maintaining an excessive amount of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way. (Due to the unique nature of their mission, vehicles assigned for “undercover operations” are exempt from this requirement.)
7. Driving a vehicle/equipment home may subject you to Internal Revenue Service rules (IRS Pub 15-B, “Employer’s Tax Guide to Fringe Benefits”) concerning additional compensation. IRS rules are available at <https://www.irs.gov/pub/irs-pdf/p15b.pdf>.

I hereby affirm that I have read, understand and agree to the policies regarding Home Retention Vehicles, and that violation of these policies may result in disciplinary actions.

Print Name Signature/Date



Administrative Services
Personnel Services Department
Risk Management Office

Paul Hight, Manager
Risk and Loss Control Division

Driver's Report of Accident (DRA)

A DRA must be completed whenever a County employee or County vehicle is involved in a vehicle accident or collision (including those involving personal vehicles used for County business)

For the Driver

- Remain calm
- Do NOT admit blame, or make promises to the other party(s) regarding reimbursement by the County
- Call the County Operator at 875-6900. They will notify appropriate responders (law enforcement, ambulance, tow-truck, etc.)
- Do NOT leave the scene until you've completed the following sections of the DRA (the remainder can be completed back at your office):
 - Accident Details
 - Other Driver/Vehicle Information
 - Passenger in Other Vehicle
 - Witnesses
- Exchange the following information with the other party (*Mandatory Exchange - CVC 16025*)
 - Your Name
 - Driver's License # and County Vehicle ID #
 - Address of Registered Owner
 - For County Vehicles - 700 H Street, Sacramento, CA 95814
 - Evidence of Financial Responsibility for the vehicle (a.k.a. Insurance information)
 - For County Vehicles - Risk Management Office, P.O. Box 276130, Sacramento, CA 95827 (916) 876-5251 (*Advise the other party that the County is a "Self-insured public entity"*)
- Complete the DRA and submit to your supervisor for immediate review
- Do NOT discuss this accident/incident with the other party or any representative of the other party, such as insurance companies or attorneys. Refer all phone calls, letters, etc. from the other party, or their representative, to Risk Management at (916) 876-5251

For the Supervisor

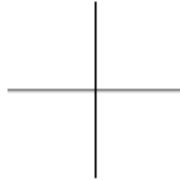
- Complete Supervisor section of the Driver's Report of Accident
- Send original DRA to Risk Management Office within 24 hours of the accident (E-mail: DPSPPropCaus@sacounty.net Fax: 916-876-5156 OR Mail Code: 58-600)
- *If employee was injured*, send copy of DRA to: Workers' Compensation Office (Fax: 916-876-5157 OR Mail Code: 58-600)
- Arrange for County vehicle to be inspected at appropriate County maintenance facility
- Send copy of DRA to appropriate County Garage
 - Fleet Services – Light Equipment (MC: 07-001)
 - Fleet Services – Heavy Equipment (MC: 73-001)
 - For vehicles assigned to the Airport (MC: 95-001)

Form #7685 Rev. 10/18

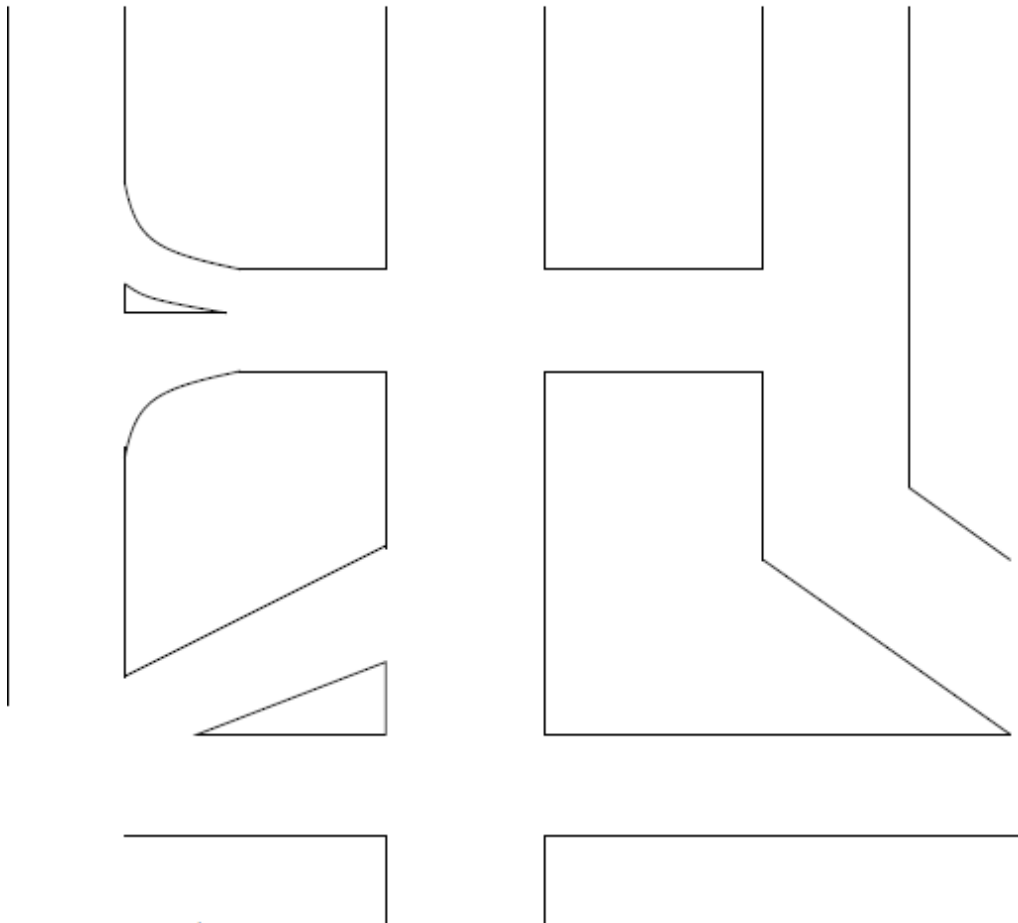
Attachment C - DRIVER'S REPORT OF ACCIDENT (Page 2 of 4)

LOCATION DIAGRAM

Indicate Directional Points on the Compass (N, S, E, W)



- Identify streets
- Indicate COUNTY VEHICLE as #1, and all other vehicles in numerical sequence



Form #7685 Rev. 10/18

Attachment C - DRIVER'S REPORT OF ACCIDENT (Page 3 of 4)

SEND TO RISK MANAGEMENT A.S.A.P. Fax: 916-876-5156 or Mail Code: 58-600 or E-mail: DPSPropCaus@saccounty.net

FOR SHERIFF'S DEPARTMENT USE ONLY Operational Damage <input type="checkbox"/> Preventable <input type="checkbox"/> Non-Preventable <input type="checkbox"/>	COUNTY OF SACRAMENTO Driver's Report of Accident Contains Confidential Information Do NOT release without consent of Risk Management Office	Risk Management File Number Department Use Only
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DATE of Accident / Incident: _____ TIME of Accident / Incident: _____

COUNTY DRIVER INFORMATION - You may complete this section at your office

NAME	DRIVER'S LIC. # / EXPIRATION DATE	DATE OF BIRTH
JOB TITLE	WORK PHONE #	INJURED? "YES" OR "NO"
DEPARTMENT / DIVISION	WORK E-MAIL ADDRESS	

COUNTY VEHICLE INFORMATION - You may complete this section at your office

COUNTY VEHICLE NUMBER	VEHICLE MAKE	VEHICLE MODEL	VEHICLE YEAR
LICENSE PLATE NUMBER	VEHICLE COLOR	CHILD SAFETY SEAT IN CAR? "YES" OR "NO"	ODOMETER AT TIME OF ACCIDENT
DESCRIBE DAMAGES TO COUNTY VEHICLE (INDICATE SEVERITY FIRST) <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MODERATE <input type="checkbox"/> MAJOR			
IS THIS A RENTAL VEHICLE? ("YES" OR "NO" - IF "YES" PROVIDE RENTAL CO.)		IS THIS A PERSONAL VEHICLE? ("Yes" or "No")	

ACCIDENT DETAILS - Complete at scene of accident / incident

LOCATION OF ACCIDENT / INCIDENT (Provide Address or Area, City, State, and ZIP Code)		
ROAD CONDITIONS (I.e. Paved, Loose Gravel, Dirt, Etc.)	WEATHER CONDITIONS (I.e. Clear & Dry, Raining, Wet, Windy, Etc.)	
TRAFFIC CONDITIONS (I.e. Light / Moderate / Heavy)	HOW FAST WERE YOU DRIVING?	EST. SPEED OF OTHER VEHICLE

OTHER DRIVER / VEHICLE INFORMATION - Complete at scene of accident / incident

DRIVER'S NAME	DATE OF BIRTH	DRIVER'S LICENSE NO. / STATE / EXP.
HOME PHONE NUMBER	WORK PHONE NUMBER	E-MAIL ADDRESS
# PEOPLE IN VEHICLE		
DRIVER'S ADDRESS (Include City, State, and ZIP Code)		
REGISTERED OWNER OF OTHER VEHICLE (if different from Driver)	E-MAIL ADDRESS	PHONE NUMBER
OWNER'S ADDRESS (Include City, State, and ZIP Code)		
OTHER PARTY'S INSURANCE (Include Insurance Co., Address, Phone # and Policy #)		
VEHICLE MAKE	VEHICLE MODEL	YEAR
LICENSE PLATE NUMBER / STATE	COLOR	
DESCRIBE DAMAGES TO OTHER VEHICLE		

PASSENGERS IN OTHER VEHICLE - Complete at scene of accident / incident

NAME	ADDRESS & PHONE #	INJURED? "YES" or "NO"
NAME	ADDRESS & PHONE #	INJURED? "YES" or "NO"
NAME	ADDRESS & PHONE #	INJURED? "YES" or "NO"

Attachment D – SUPERVISOR’S REPORT OF ILLNESS/INJURY (Page 1 of 2)

SUPERVISOR’S REPORT OF ILLNESS/INJURY COUNTY OF SACRAMENTO WORKER’S COMPENSATION OFFICE		
Phone Number 876-5251		Fax Number 876-5157
For SSD Use Only: Report #	Job #	Division:
PERSONAL INFORMATION: (Please print or type:		
Employee Name: _____		SSN: _____
Employee home phone number: _____		Work phone number: _____
Department: _____		Section: _____
Number of hours worked per week: _____		Time Shift Begins: _____ Ends: _____
Normal Days Off: _____		
Regular Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain: _____		
Was any informal or formal personnel action considered or taken against the employee within the previous twelve months? <input type="checkbox"/> Yes <input type="checkbox"/> No		
INJURY/ILLNESS INFORMATION:		
Type of Injury/Illness (Check One) <input type="checkbox"/> Incident Report/First Aid Only		
<input type="checkbox"/> Lost Time <input type="checkbox"/> Medical Treatment Expected		
Date of Illness/Injury: _____ Time: _____ Date Reported: _____		
How was Illness/Injury reported? <input type="checkbox"/> In person <input type="checkbox"/> Phone <input type="checkbox"/> Other		
If other, Explain: _____		
Where did Illness/Injury occur? _____		
(address)		(city/zip)
Was employee performing usual job duties when injured? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Did employee work after date of injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, date returned? _____ If no, anticipated date of return: _____		
Is there any reason to believe this may NOT be a valid claim? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Comments: _____		
If incident was witnessed, provide the name(s), address, and phone number of witness(s):		
Name(s) _____		Address: Street _____
Phone: _____		City, State, Zip _____
If equipment or property was involved, provide the following:		
Owner: _____		Address: Street _____
Phone: _____		City, State, Zip _____
Insurance Company: _____		Address: Street _____
Phone _____		City, State, Zip _____
TREATMENT INFORMATION:		
<input type="checkbox"/> Hospital <input type="checkbox"/> Ambulance <input type="checkbox"/> Doctor		
<input type="checkbox"/> Nurse <input type="checkbox"/> Self Administered <input type="checkbox"/> Occ Med Clinic		
Provided by: <input type="checkbox"/> Other, please explain: _____		
Name of person providing treatment: _____		
Place of treatment: _____		

Attachment D – SUPERVISOR’S REPORT OF ILLNESS/INJURY (Page 2 of 2)

DESCRIBE HOW THE INJURY OCCURRED: (examples: employee walking down the stairs, tripped & fell injuring right knee on the cement; employee lifting a box, felt a sharp pain in lower back)

BODY PART: (check appropriate box(s) and on the line provided specify the location by indicating LE for Left, RT for Right, BO for Both, FR for Front, and BA for Back)

<input type="checkbox"/> Head/Skull	<input type="checkbox"/> Arm	<input type="checkbox"/> Leg	<input type="checkbox"/> Heart	<input type="checkbox"/> Back, upper
<input type="checkbox"/> Nose	<input type="checkbox"/> Elbow	<input type="checkbox"/> Hip	<input type="checkbox"/> Chest	<input type="checkbox"/> Back, mid
<input type="checkbox"/> Ear	<input type="checkbox"/> Ankle	<input type="checkbox"/> Foot	<input type="checkbox"/> Lung	<input type="checkbox"/> Back, lower
<input type="checkbox"/> Tooth	<input type="checkbox"/> Finger	<input type="checkbox"/> Knee	<input type="checkbox"/> Abdomen	<input type="checkbox"/> Neck
<input type="checkbox"/> Mouth	<input type="checkbox"/> Wrist	<input type="checkbox"/> Toe	<input type="checkbox"/> Psyche	<input type="checkbox"/> Eye
<input type="checkbox"/> Shoulder	<input type="checkbox"/> Hand			
<input type="checkbox"/> Other	_____			

NATURE OF INJURY: (check appropriate box(s))

<input type="checkbox"/> Irritation/Inflammation	<input type="checkbox"/> Emotional Stress	<input type="checkbox"/> Trauma/Contusion
<input type="checkbox"/> Sprain/Strain	<input type="checkbox"/> Heart	<input type="checkbox"/> Puncture/Laceration
<input type="checkbox"/> Repetitive Motion	<input type="checkbox"/> Bite	<input type="checkbox"/> Abrasion
<input type="checkbox"/> Fracture	<input type="checkbox"/> Exposure (to what?)	
<input type="checkbox"/> Other	_____	

CAUSE OF INJURY/ILLNESS (check appropriate box)

<input type="checkbox"/> Design of workstation/building	<input type="checkbox"/> Uneven or slippery surface
<input type="checkbox"/> Rules/procedures not followed or inadequate	<input type="checkbox"/> Horseplay
<input type="checkbox"/> Incorrect body position in relation to work	<input type="checkbox"/> Exposure (chemical, noise, etc.)
<input type="checkbox"/> Incorrect tools or mechanical aids used	<input type="checkbox"/> Vehicle operation
<input type="checkbox"/> Equipment operated incorrectly	<input type="checkbox"/> Congested area (storage)
<input type="checkbox"/> Environmental factors (weather/lighting)	<input type="checkbox"/> Animal or insect
<input type="checkbox"/> Action of fellow employee/member of public	<input type="checkbox"/> Conflict with supervisor
<input type="checkbox"/> Protective devices or guards	<input type="checkbox"/> Inattention or distraction
<input type="checkbox"/> Other (please explain)	_____

SOURCE OF INJURY: (check appropriate box(s))

<input type="checkbox"/> Structure	<input type="checkbox"/> Equipment/tools	<input type="checkbox"/> Materials
<input type="checkbox"/> Objects	<input type="checkbox"/> Environment	<input type="checkbox"/> Person
<input type="checkbox"/> Other (please explain)	_____	

PREVENTATIVE MEASURES: (check one or more actions)

<input type="checkbox"/> Provide more complete job instruction	<input type="checkbox"/> Update or revise procedures
<input type="checkbox"/> Enforce work rule	<input type="checkbox"/> Provide safe equipment
<input type="checkbox"/> Provide proper tools/equipment	<input type="checkbox"/> Reinforce employee training
<input type="checkbox"/> Provide personal protective equipment	<input type="checkbox"/> Modify workstation or building
<input type="checkbox"/> Contract third party to effect correction	
<input type="checkbox"/> Other (please explain)	_____

Prepared by _____ (Print Supervisor’s Name) _____ (Supervisor’s Signature)

Phone: _____ **Date:** _____

Please forward this completed form along with your department’s 5020 form, within 24 hours after incident to
Workers’ Compensation Office
 PO BOX 276130
 Sacramento, CA 95827
 Mail Code 58-600

Attachment E – EXEMPTIONS TO ENGINE IDLING LIMITS

The County Transportation Policy establishes a five-consecutive-minute engine idling limit for all vehicles and equipment in the County's fleet. There are limited exemptions to this policy:

1. Idling or operation of a refrigeration unit while stopped:
 - a. for an official traffic control device;
 - b. for an official traffic control signal;
 - c. for traffic conditions over which the driver has no control, including, but not limited to traffic congestion, a railroad crossing while a train is passing or crossbars are down, or for traffic controls in a construction zone; or
 - d. at the direction of a peace officer.
2. Idling as needed to ascertain that a vehicle, off road equipment, or refrigeration unit is in safe operating condition and equipped as required by all provisions of law, and all equipment is in good working order, either as part of the daily vehicle inspection, or as otherwise needed.
3. Idling as need for testing, servicing, repairing, or diagnostic purposes.
4. Idling for the period recommended by the manufacturer to cool down a turbo- charged heavy-duty vehicle before turning the engine off.
5. Idling as needed to operate a lift or other piece of equipment designed to ensure safe loading and unloading of goods and people.
6. Idling as needed to operate defrosters, heaters, air conditioners, or other equipment:
 - a. to prevent a safety or health emergency;
 - b. for a paratransit vehicle passenger who has disability or health condition that would be critically aggravated if the vehicle were not maintained at a controlled temperature; or
 - c. for driver comfort when a vehicle driver is required by law to have rest time.
 - d. when authorized by fleet customer departments to perform assigned duties from inside their assigned vehicles that serve as a mobile office in the field. (Does not apply to diesel powered vehicles >10,000 lbs. Gross Vehicle Weight Rating (GVWR).
7. Idling solely to recharge a battery or other energy storage unit of a hybrid electric vehicle/equipment.

Idling a bus for up to 10 minutes prior to passenger boarding or when passengers are on board.

Attachment F - NON-EMPLOYEE DRIVER REQUEST FORM

Department of General Services
 Jeffrey A. Gasaway, Director



Divisions
 Administrative and Business Services
 Contract and Purchasing Services
 Facility and Property Services
 Fleet Services

County of Sacramento

Authorization Request For Non-Employee Driver To Use County Vehicle

Department: _____ Date of Request: August 25, 2022

Division: _____ Responsible Cost Center: _____

Non-Employee Name: _____ Driver's Phone Number: _____

Requested Motor Pool Location: _____ Requested Use Date: _____

Department Contact Name: _____ Contact's Phone Number: _____

Mail code, fax number, or e-mail address to receive Fleet response: _____

Additional options requested (check only those that apply):

- Overnight vehicle retention Out-of-county trip Fuel credit card (out-of-county trips only)

Justification: _____

By: _____
 Signature of Department Head or Designee Printed Name Date

NON-EMPLOYEE DRIVER'S STATEMENT:

By my signature below, I affirm that I have read the County of Sacramento's Transportation Policy and I agree to abide by the rules and regulations in the policy.

 Signature Printed Name Date

When completed, this form must be submitted with a photocopy of the non-employee driver's valid California driver's license, to Fleet Services at mail code 73-001 for approval. Forms must be submitted at least one week in advance of the requested vehicle use date. Copies of approved requests will be returned to the Department contact listed above