



**County of Sacramento
Department of Health Services
Public Health Division**

REQUEST FOR PROPOSALS (RFP) No. SCPH/102

HIV Care Services Program

**MANDATORY PROPOSERS' CONFERENCE
September 30, 2025 1:00 PM (PDT)**

- Organizations must meet the minimum requirements as stated in this document.
- Organizations must have representation at the Mandatory Proposers' Conference, held virtually, to submit an application.
- Organizations must register to attend the Mandatory Proposers' Conference through the online link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.
- Each organization may register a maximum of three (3) representatives. Organizations may only register one time.

Proposals due no later than 5:00 pm (PDT) October 30, 2025

Review all sections carefully and follow all instructions.

- LATE PROPOSALS WILL NOT BE ACCEPTED
- The proposal packet must be sent via email to DHS-PUB-SCPH102RFP@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.

Release Date: September 22, 2025

RFP Timeline

Deadlines	Action
9/22/2025	Request for Proposals (RFP) released
9/29/2025 5:00 PM (PDT)	Mandatory Proposers' Conference Registration Deadline REGISTRATION IS REQUIRED TO ATTEND THE MANDATORY PROPOSERS' CONFERENCE Register here: https://www.surveymonkey.com/r/scphrfp102
9/30/2025 1:00PM (PDT)	Mandatory Proposers' Conference ATTENDANCE IS REQUIRED TO APPLY FOR FUNDING Conference will be held virtually with listen-only access.
10/7/2025 5:00 PM (PDT)	Attachment 4: Proposer Questions Form submission deadline (see Attachment 4 for submission instructions)
10/30/2025 5:00PM(PDT)	PROPOSAL DEADLINE The proposal packet must be sent via email to DHS-PUB-SCPH102RFP@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents
10/31/2025	Initial screening of proposals
10/31/2025	Notice of insurance deficiencies sent via email
11/7/2025 5:00 PM (PST)	Final date for proposers to submit corrections of all insurance deficiencies Email to: DHS-PUB-SCPH102RFP@saccounty.gov
11/10/2025	Notice of disqualification emailed to proposers
12/9/2025	Evaluation of proposals completed
12/16/2025	Award(s) recommendation emailed to proposers
12/23/2025 5:00 PM (PST)	Final date to submit written protest to Department of Health Services Director by email: DHS-Director@saccounty.gov
1/9/2026	Response to protest

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SECTION I. OVERVIEW

A. PURPOSE

Sacramento County is seeking proposals from interested and qualified organizations to provide HIV/AIDS core medical and support services in a non-judgmental manner, ensuring health equity for eligible HIV+ individuals served by the Sacramento County HIV Care Services (HCS) Program. The Ryan White CARE Act will be funding this grant opportunity for the HCS Program. The purpose of this program is to provide optimal HIV care and treatment for people with HIV/AIDS who are low-income, uninsured, and underserved, to improve their health outcomes and achieve viral suppression.

Comprehensive HIV care consists of core medical and support services that enable people with HIV and those affected by HIV to access and remain in HIV outpatient medical care to improve their medical outcomes. The U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB) requires Eligible Metropolitan Area/Transitional Grant Area (EMAs/TGAs) to collect data to identify need, set priorities, make allocations, and validate the use of Ryan White HIV/AIDS Program (RWHAP) funding. Based on an annual assessment of the services and gaps in the HIV care continuum, the Sacramento TGA Ryan White HIV Health Services Planning Council identifies specific Service Categories to fund. Sub-Committees of the HIV Planning Council report to the HIV Planning Council the other elements required by HRSA. The Sacramento TGA's HIV Health Services Planning Council currently funds 18 Service Categories, from the Allowable Uses of Funds determined by HAB. The HCS Program expects to contract with multiple agencies that will develop, implement, and assess the core and support services in accordance with service requirements for all Ryan White CARE Act funded programs for any Service Category. Sacramento County encourages innovation to maximize impact on health outcomes and effectively meet the needs of people living with HIV (PLWH) in the TGA.

Request for Letters of Interest (LOI) were issued on February 23, 2022, seeking agencies located in El Dorado, Placer and Yolo Counties to provide Ryan White CARE Act services in those respective counties. Award recommendations were made final by the Sacramento County Board of Supervisors (BOS) and contracts were executed in April 2023. The contracts will be extended for a five-year period.

A Request for Letter of Interest (LOI) was issued on February 23, 2022, seeking one qualified agency to provide Ryan White funded Pediatric Ambulatory Care and Medical Case Management services to HIV+ children and youth who reside in the Sacramento TGA. Award recommendations were made final by the Sacramento County BOS and contracts were executed in April 2023. The contract will be extended for a five-year period.

Under this RFP, Ryan White CARE Act funding will be limited to providing services in Sacramento County to people living with HIV/AIDS who reside in any of the following counties: El Dorado, Placer, Sacramento and/or Yolo. This provision is for services that are not available to clients in their respective counties but are provided in Sacramento County.

The following information will assist you in understanding and completing your proposal in response to this RFP:

Policy Clarification Notices: Information on the RWHAP and HAB Policy Clarification Notices (PCNs) are available online at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>. Please note that the following PCNs have been updated: PCN 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds - updated as of 10/22/2018 (https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf), PCN 15-02 Clinical Quality Management - updated as of 11/30/2018 (<https://hab.hrsa.gov/sites/default/files/hab/Global/CQM-PCN-15-02.pdf>) and PCN 21-02 replacing HRSA HAB PCN 13-02 Clarification on Ryan White Program Client Eligibility Determinations and Recertification Requirements as of 10/19/21 <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-21-02-determining-eligibility-polr.pdf>.

This program is funded by the Public Health Services (PHS) Act, Sections 2601-2610, and 2693 (42 USC 300ff-11-300ff-20, and 300ff-121), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) (<https://hab.hrsa.gov/about-ryan-white-hiv-aids-program/ryan-white-hiv-aids-program-legislation>).

B. BACKGROUND

After more than thirty years of the HIV epidemic, HIV infection remains a major public health issue in the United States. Approximately 38,000 new HIV diagnoses occur annually in this country. The Centers for Disease Control and Prevention (CDC) estimates that more than 1.1 million adults and adolescents were living with HIV at the end of 2022¹ (the most recent data available from CDC). While approximately 80% of people diagnosed with HIV were linked to care within one month of diagnosis, only 76% received some type of HIV care, 54% were retained in care, and 65% were virally suppressed in 2022.²

The epidemic continues to have a disproportionate impact on racial and ethnic minority populations – particularly African Americans and Hispanics – as well as Men who have Sex with Men (MSM) and Injection Drug Users (IDUs), regardless of race or ethnicity.

Both national and local data reflects that Black, Indigenous, and other People of Color (BIPOC) are disproportionately impacted by Human immunodeficiency Virus (HIV), Hepatitis C Virus (HCV) and Sexually Transmitted Infections (STIs) in the United States.

¹ Centers for Disease Control and Prevention. *Estimated HIV incidence and prevalence in the United States, 2018–2022. HIV Surveillance Supplemental Report 2024;29(No. 1)*. <https://www.cdc.gov/hiv-data/nhss/estimated-hiv-incidence-and-prevalence.html>. Published May 2024. Accessed June 9, 2025.

² Centers for Disease Control and Prevention. National HIV Prevention and cNational HIV Prevention and Care Objectives. <https://www.cdc.gov/hiv-data/nhss/national-hiv-prevention-and-care-outcomes.html>. Accessed June 9, 2025.

According to local data³:

- 57.5% of Sacramento County diagnoses occurred among non-White individuals, (19.45% self-identified as African American and 29.7% as Hispanic/Latino).
- 80.5% of new diagnoses occurred among men.
- Transmission factors for newly diagnosed individuals included:
 - i. 46.15% of individuals identified as MSM
 - ii. 29.8% of individuals indicated heterosexual contact
- 33.8% of newly diagnosed HIV infections were among those between the ages of 20 and 44.

While MSM remains the population primarily affected by HIV incidence (55.5%), High-Risk Heterosexuals (HRH) represent the second largest percentage of PLWH in Sacramento County, at 14.3% as of 12/31/2023.

There are also disparities among individuals living with HIV. For example, newly diagnosed HRH were less likely to be virally suppressed within 12 months of diagnosis than non-HRH. Additionally, African American MSM were less likely to be virally suppressed than White MSM.

Likewise, we see disparities based upon age. Younger RWHAP MSM clients were less likely to be virally suppressed than older clients. RWHAP MSM clients aged 20-24 had viral suppression rates of 66.7%.⁴

National HIV/AIDS Strategy 2022-2025

HIV National Strategic Plan 2022-2025 is a roadmap for ending the HIV epidemic in the United States by 2030. The HIV Plan is the nation's third consecutive five-year national HIV strategy and covers 2022-2025, with a 10-year goal of reducing new HIV infections by 90% by 2030. Therefore, to the extent possible, activities funded by RWHAP focus on addressing these four goals:

- 1) Preventing new HIV infections
- 2) Improve HIV-related health outcomes of people with HIV
- 3) Reduce HIV-related disparities and health inequities
- 4) Achieve integrated and coordinated efforts that address the HIV epidemic among all partners and stakeholders.

HIV Care Continuum

Diagnosing PLWH, linking to outpatient ambulatory care, and achieving viral suppression are important public health steps toward ending the HIV epidemic in the United States. The HIV care continuum has five main "steps" or stages that include: HIV diagnosis, linkage to care, retention in care, antiretroviral use, and viral suppression. The HIV care continuum depicts a series of stages in which people with HIV engage in HIV care: from initial diagnosis through their successful treatment with HIV medication. It also demonstrates the proportion of individuals living with HIV who are engaged at each stage.

³ Sacramento County Ryan White Program AIDS Incidence, AIDS Prevalence, and HIV (not AIDS) Prevalence, 1/1/21-12/31/23, Submitted 9/27/24.

⁴ Sacramento County Ryan White Program Early Identification of Individuals with HIV. /AIDS (EIIHA) Fiscal Year 2025 plan (2023 data) September 27, 2024.

Sacramento TGA sub-recipients are required to assess the outcomes of their programs along this continuum of care. Sub-recipients must work with Sacramento County's HIV Care Services Program to improve outcomes across the HIV care continuum. Sacramento County requires sub-recipients to use the performance measures developed for the RWHAP (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/core-measures.pdf>) at their local level to assess the efficacy of their programs and to analyze and improve the gaps along the HIV care continuum. Additionally, sub-recipients must follow PCN 15-02 Clinical Quality Management (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-02-cqm.pdf>) for RWHAP expectations for clinical quality management expectations.

Other Relevant Information:

1. All funds are to support HIV/AIDS core and support services as outlined in PCN 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds (https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf).
2. Ryan White CARE Act monies must be targeted to HIV+ low-income, uninsured and/or underinsured persons living in the Sacramento TGA.
3. This project is primarily supported by HRSA. This information or content and conclusions are those of the author(s) and should not be construed as the official position or policy of nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.
4. Ryan White CARE Act funds are prohibited from being used to replace or supplant funding from any other sources. These Ryan White CARE Act funds are "payer of last resort," meaning that the **HIV Care Services** Program grant funds may not be used for any item or service for which **payment** has been made, or can reasonably be expected to be made, by any other **payer**. This cannot be over-emphasized.
5. Funds shall not be used to purchase or improve land, or to purchase, construct or make permanent improvement to any building.
6. Funds shall not be used to pay for automobile parts, repairs, and maintenance or health club memberships.
7. Funds shall not be used to make payments directly to consumers of services.
8. Written materials including, but not limited to, newsletters, brochures, pictorials (e.g., photos and videos) and like documents paid for in total, or in part, with Ryan White CARE Act funds must acknowledge the funding source (if paid for in full or part by Ryan White CARE Act funds) by stating "This document is provided, in full or part, with Ryan White CARE Act funds". A copy of all said documents shall be forwarded to DHS-RWProgram@SacCounty.gov for inclusion in documentation for HRSA that ensures the funding source is being acknowledged.
9. Subrecipients of grant funds must participate in a community-based continuum of care. The HIV community-based continuum of care is a public health model that outlines the steps individuals take from HIV diagnosis to achieving and maintaining viral suppression through care and treatment. It focuses on ensuring individuals living with HIV receive the necessary support and services at each stage of their journey, aiming for optimal health outcomes and prevention of further transmission.
10. While the Office of Management and Budget (OMB) de minimus indirect cost rate is fifteen (15) percent, the Ryan White legislative requirement for administrative costs that include overhead, and indirect costs **shall not exceed ten (10) percent** of the sub-total base grant awarded. RW Part B

funding does not have subrecipient indirect costs. To add clarity, some of these costs are further defined below:

- a. **Administrative Costs:** Typical examples of administrative costs include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting (those not directly providing care to persons living with HIV/AIDS). Ryan White CARE Act legislation further defines administrative costs to include overhead and indirect costs (including indirect cost rates), costs associated with management and oversight activities of specific programs using Ryan White CARE Act funds and costs associated with program support such as quality assurance, quality control, and related activities. See HRSA/HAB PCN 15-01: <https://hab.hrsa.gov/sites/default/files/hab/Global/pcn1501.pdf>
11. RWHAP Part A funds are subject to Section 2604(c) of the PHS Act, which requires that not less than 75 percent of the funds remaining after reserving funds for administration and Clinical Quality Management (COM) be used to provide core medical services.
12. **Service Costs:** Service costs typically include wages and benefits of employees who provide direct services, and the cost of materials and supplies (single purchases/transactions not to exceed \$5,000) used to provide or support that service.
13. Funds may not be used to provide for items or services for which payment already has been made, or can be reasonably expected to be made, by third-party payers, including, but not limited to: Medicare, Medicaid, Medi-Cal, other Federal, State, or local entitlement and other programs, health plan coverage, prepaid health plans, private insurance, family members, and/or personal savings. It is therefore incumbent upon sub-recipients to assure that eligible individuals are expeditiously enrolled in Federal, State or local health care entitlement programs.
14. Establishing a fee schedule should not result in a bureaucratic system to means-test individuals or families before Ryan White CARE Act supported services are provided. An application that requests information on the annual gross salary of the individual/family should suffice as the baseline for which the maximum fees will be established. The client shall ensure that the information provided is accurate, current and complete. The agency shall have a mechanism or agreement with the client that certifies that such information is accurate and true; however, services must be provided in any case without regard to the individual's ability to pay.
15. Individual annual aggregate charges to clients receiving Ryan White CARE Act-funded services must conform to set limitations as described in the 2025 Federal Poverty Guidelines* (FPG) and in compliance with the spirit of Service Standard SSC05 Eligibility/Share of Cost for Ryan White Services. The term "aggregate charges" applies to the annual charges imposed for all such services under the Ryan White CARE Act without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services. This requirement applies to all sub-recipients.
16. Individual/Family Annual Gross Income and Total Allowable Annual Cap on Charges 2025

Persons in Family or Household	100% of Poverty	200% of Poverty	300% of Poverty	400% of Poverty	500% of Poverty	600% of Poverty
1	\$15,650	\$31,300	\$46,950	\$62,600	\$78,250	\$93,900
2	\$21,150	\$42,300	\$63,450	\$84,600	\$105,750	\$126,900

3	\$26,650	\$53,300	\$79,950	\$106,600	\$133,250	\$159,900
4	\$32,150	\$64,300	\$96,450	\$128,600	\$160,750	\$192,900
5	\$37,650	\$75,300	\$112,950	\$150,600	\$188,250	\$225,900
6	\$43,150	\$86,300	\$129,450	\$172,600	\$215,750	\$258,900
7	\$48,650	\$97,300	\$145,950	\$194,600	\$243,250	\$291,900
8	\$54,150	\$108,300	\$162,450	\$216,600	\$270,750	\$324,900
For each additional person, add	\$5,500	\$11,000	\$16,500	\$22,000	\$27,500	\$33,000

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below the official poverty line	No charges permitted
101 to 200 percent of the official poverty line	5% or less of gross income
201 to 300 percent of the official poverty line	7% or less of gross income
More than 300 percent of the official poverty line (additional restrictions apply)	10% or less of gross income

17. For the purpose of providing and supporting services to infants, children and women with HIV/AIDS, including treatment measures to prevent the perinatal transmission of HIV, total grant funds of not less than 18.31% (the percentage constituted by the ratio of the population in the TGA of infants, children and women with AIDS to the general population of persons with AIDS) shall be provided. A system shall be in place to monitor this requirement. This is a TGA requirement and is relayed to Proposers for informational purposes only.

Telehealth/Teleservices

Telehealth is the mode of delivering health care services and public health via information and communication technologies. Telehealth services have become increasingly utilized by providers as an approach to overcome access barriers and deliver much needed, high-quality health services including diagnosis, consultation, treatment, education, and care management. Telehealth is the broad term that encompasses technologies that include but are not limited to store-and-forward (such as fax, email, and secure messaging), real-time video conferencing, telephone, and remote patient monitoring. Proposers must ensure telehealth/teleservices are Health Insurance Portability and Accountability Act (HIPAA) compliant, implementing safeguards to protect patient information against impermissible uses and disclosures.

Telehealth has the potential to increase client engagement and retention, because patients will be less likely to encounter access barriers such as lack of transportation, busy schedules, and appointment availability. Additionally, telehealth can decrease the time to anti-retroviral therapy (ART) initiation and improve adherence and retention in care outcomes.

Proposers must demonstrate the ability to provide services, and achieve the goals of this funding, through a combination of in-person and telehealth/teleservice methods. From a health equity perspective, proposers must take into consideration the varying levels of technology available to PLWH. Some individuals may not have access to smartphones, computers and/or may be in areas of California with limited internet reception, such as in internet deserts, mountains or remote regions of the state. Funded proposers must be able to provide services to clients with internet, smartphone, and telephone access, but must also be able to

accommodate clients who do not have access to or an understanding of how to use these technologies. Many PLWH experience a learning curve in accessing telehealth services. This can become overwhelming for some, which may prohibit them from taking full advantage of telehealth services available to them. Proposers may propose providing a component within a service category that supports training to assist clients in learning technologies and increasing skills to be able to access services remotely.

C. SERVICE CATEGORIES

Please refer to [PCN 16-02](#) for a full list of each Service Category and their definitions. HRSA and the HIV Health Services Planning Council have Service Category definitions for the HIV Care Services Program. To assist Proposers in applying for funding, the Service Categories that have been funded by the HIV Health Services Planning Council are listed below for the TGA. RWHAP services are to be provided directly to persons living with HIV/AIDS. Each Service Category listed below is separate and distinct. If a Proposer is applying for funding in more than one Service Category, each Category must be applied for separately and distinctly. Proposers are encouraged to review the Sacramento TGA's Service Standards and the California State Office of AIDS Standards of Care. Both of these can be accessed electronically at the following web site: <http://sacramento-tga.com>.

I. Available Service Categories

Medical Case Management: (Core Service) Services funded under this Category (not including Minority AIDS Initiative (MAI)) include a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. This category applies to the delivery of Office-based (including telehealth), Field-based, and/or Child Care Medical Case Management services and is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.

To be funded, the proposers must complete one Work Plan, Program Budget and Budget Narrative that includes a breakdown of the Medical Case Management service type (Field-based, Office-based, Child Care) that you plan to deliver.

Note: MAI Medical Case Management is a separate service category and should not be included in the section above.

Minority AIDS Initiative (MAI) Medical Case Management: (Core Service) This category (separate from Medical and Non-Medical Case Management) applies to the delivery of Medical Case Management services directed to clients of color with an emphasis on the two highest risk populations in our TGA: African American and Latinx HIV+ individuals.

The Sacramento TGA, as recipient of funds under the MAI, will expend these funds consistently with the legislative intent of the initiative. Specifically, the TGA will enhance current efforts to reach the populations of focus.

Non-Medical Case Management: (Support Service) Non-Medical Case Management Services (NMCM) is the provision of a range of client centered activities focused on improving access to and retention in needed core medical and support services.

Mental Health Services: (Core Service) Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV.

Outpatient/Ambulatory Health Services – Adults Only: (Core Service) Services funded under this category include the provision of professional, diagnostic, and therapeutic services rendered by a physician, physician's assistant, medical assistant, clinical nurse specialist or nurse practitioner or any other licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Referrals to outside providers need to be included in the workplan and budget. This service category does not include hospital or emergency room visits.

Outpatient medical care must be provided consistently with current Public Health Service Guidelines for the Treatment of PLWH. Such care must include access to antiretrovirals and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

Food Bank/Home Delivered Meals: (Support Service) Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food.

Medical Transportation: (Support Service) Medical Transportation is the provision of nonemergency transportation that enables an eligible client to access or be retained in core medical and support services.

Oral Health Care: (Core Service) Oral Health Care services funded under this category include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. Referrals to outside providers need to be included in the workplan and budget.

Housing Assistance: (Support Service) Housing provides transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment, including temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care.

Emergency Financial Assistance: (Support Service) Emergency Financial Assistance provides limited one-time or short-term payments to assist a HRSA RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes.

Medical Nutritional Therapy: (Core Service) All activities performed under this service category must be pursuant to a medical provider's referral and based on a nutritional plan developed by the registered dietitian or other licensed nutrition professional.

Substance Abuse Services – Outpatient: (Core Service) Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders.

Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals: (Core Service) Selected sub-recipient may invoice for co-payment fees when

their clients receive services from another provider. They cannot invoice for co-payment fees for the services they provide.

Linguistic Services: (Support Service) Linguistic Services include interpretation and translation activities, both oral and written to eligible clients. These activities must be provided by qualified linguistic services providers as a component of HIV service delivery between the healthcare provider and the client

Child Care Services: (Support Service) The Ryan White CARE Act supports intermittent Child Care Services for the children living in the household of PLWH, who are eligible clients for the purpose of enabling those clients to attend medical visits.

Substance Abuse Services –Residential: (Support Service) Substance Abuse Services (residential) activities are those provided for the treatment of drug or alcohol use disorders in a residential setting.

Health Education/Risk Reduction: (Support Service) Health Education/Risk Reduction is the provision of education to PLWH about HIV transmission and how to reduce the risk of HIV transmission.

Home and Community-Based Health Services: (Core Service) Home and Community-Based Health Services are provided to an eligible client in an integrated setting appropriate to that client's needs, based on a written care plan established by a medical care team under the direction of a licensed clinical provider.

Other Professional Services: (Support Services) Legal services provided to and/or on behalf of the HRSA RWHAP-eligible PLWH and involving legal matters related to or arising from their HIV disease.

D. SERVICE REQUIREMENTS

All Ryan White CARE Act-funded programs, in any Service Category, must:

1. Meet a clearly defined unmet need and focus population based on the service priorities determined by the HIV Health Services Planning Council;
2. Demonstrate ability to ensure client access to telehealth/teleservice;
3. Ensure compliance with current local Public Health safety order(s);
4. Demonstrate a referral process that addresses client unmet service needs;
5. Provide ongoing internal monitoring for quality management and program evaluation;
6. Streamline service delivery;
7. Maintain a process to ensure that clients who receive services funded by Ryan White CARE Act funds consistently have no other source of funds to seek and pay for services independently (this must be documented in accordance with TGA standards);
8. Demonstrate enhanced cost-effectiveness of services provided through Ryan White CARE Act funding;
9. Provide integration or coordination with existing HIV service providers, as appropriate;
10. Maintain a process to ensure access to care for all the eligible clients you will serve;
11. Demonstrate fiscal viability throughout the term of the agreement;

12. Provide a process plan for appropriate closure with clients and/or termination of services at any time during the HIV Care Services Program grant period;
13. Provide outreach to inform low-income individuals with HIV/AIDS of available services and to bring them into care;
14. Participate in an HIV/AIDS community-based continuum of care;
15. Cooperate in the provision of internal and external audit reviews to monitor for quality management, program evaluation, and fiscal management, quality management trainings and other necessary meetings as often as deemed necessary by the Sacramento County HIV Care Services Program;
16. Submit all client Intake information and forms, narrative, financial, quantitative, semi-annual and annual reports or information as requested by the Sacramento County HIV Care Services Program;
17. Maintain policies and procedures specific to the Sacramento County HIV Care Services Program per HRSA guidelines and TGA service standards/directives.
18. Attend meetings that may be requested by the Sacramento County HIV Care Services Program (e.g., Continuous Quality Management Committee Meetings, Monthly Mandatory Sub-Recipients' Caucus Meetings, and have representation on the HIV Health Services Planning Council and its sub-committees);
19. Submit annual Continuous Quality Management Plan along with any Plan modifications/updates;
20. Submit quarterly Continuous Quality Management progress reports; and
21. Submit all client demographics and required Intake information into the County's Sacramento HIV/AIDS Reporting Engine (SHARE) database and in the State of California, Department of Public Health, Office of AIDS (CDPH/OA) HIV Care Connect (HCC) or similar database.

E. TOTAL AVAILABLE FUNDS

1. The County is seeking qualified sub-recipients to provide HIV Care Services Program services for the approximate multi-year period March 1, 2026, through March 31, 2031, based on award funding source(s). Multiple agencies may receive funding in each currently funded Service Category. The number of awards will be determined by the quality of the proposals received. The County may, but is not obligated, to extend the term of the awarded contract(s) contingent on the availability of funds and contractor performance.
2. The HIV Care Services Program Part A/Part A MAI funding term is March 1st through February 28th and The HIV Care Services Program Part B funding term is April 1st through March 31st. **Funding sources will be determined by the County, with the exception of Part A MAI funding, which must be applied for directly in this RFP.**

An estimated annual amount of approximately **\$4,400,000.00** will be allocated for these services for the period indicated contingent upon the availability of funds from HRSA and CDPH/OA.

Current Sacramento County HIV Care Services Program subrecipients must submit proposals in response to this RFP, be selected as a successful proposer, and receive Sacramento County BOS approval for award recommendation in order to continue providing contracted services after February 28, 2026.

3. Sub-recipients must be willing to accept a contract term and budget different than reflected in their proposal.

F. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS:

1. Only those agencies that meet **all** the following criteria are eligible to submit a proposal in response to this RFP:
 - a) Single agency proposals only. No collaborations, partnerships, multi-agency, or fiscal sponsorship proposals will be accepted.
 - b) Must be represented at the mandatory proposers' conference for this proposal.
 - c) Must be qualified and eligible to receive an award under applicable statutes and regulations.
 - d) Must be a responsive proposer whose bid or proposal complies with all requirements of the RFP.
 - e) Must possess adequate resources, or the ability to obtain such resources as required during performance of the contract.
 - f) Must have the capacity to provide telehealth/teleservices if applying for a Core Service.
 - g) Must have the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments.
 - h) Must have a location and provide all services in Sacramento County.
 - i) Must be culturally and linguistically competent for delivering the proposed service(s) with respect to the focus population(s).
 - j) Must have internet and email capabilities, access to send and receive information to and from the Sacramento County HIV Care Services Program through the web-based SHARE system, and access to send and receive information to and from Health Care Connect (HCC) system (e.g., cumulative monthly summary report, claim/service utilization summary).
 - k) Must have at least three (3) years of experience providing services to persons with HIV/AIDS or at risk for contracting HIV/AIDS;

OR

 - l) Must have at least three (3) years of experience providing services in the proposed Service Category(ies) or other medical and/or psychosocial support services.
 - m) Must be licensed to do business in the State of California.

G. MANDATORY PROPOSERS' CONFERENCE

1. A Mandatory Proposers' Conference will be held virtually to discuss the RFP and requirements. Organizations interested in submitting a proposal must have representation at this conference or their proposal will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.
2. The date/time of the virtual Mandatory Proposers' Conference is shown in the RFP timeline.
3. **Organizations must register to attend the Mandatory Proposers' Conference.**
 - a. Organizations must register for the Mandatory Proposers' Conference through the online link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.

- b. Each organization may register a maximum of three (3) representatives per organization.
 - i. Organizations should designate one (1) representative as their principal Point of Contact (POC). Any necessary Public Health communication regarding this RFP process will be made through this POC.
 - ii. Organizations should register all representatives simultaneously (using the same form).
 - c. After registering, organization representatives will receive a confirmation email containing the virtual meeting link and password for the Mandatory Proposers' Conference.
4. Because there will be listen-only access to the Mandatory Proposers' Conference, applicant questions about the RFP, its scope of work, and related processes will not be accepted during the Conference. See Section I, H. Proposer Questions, for instructions on submitting written proposer questions. Proposers must have Zoom audio and video conferencing capability to join the Mandatory Proposers' Conference and listen/view the RFP presentation.

5. PLEASE HAVE A COPY OF THIS RFP AVAILABLE DURING THE MANDATORY PROPOSERS' CONFERENCE. COPIES WILL NOT BE PROVIDED.

H. PROPOSER QUESTIONS

1. Organization representatives registered for the Mandatory Proposers' Conference will be emailed the Attachment 4: RFP No. SCPH/102 Proposer Questions Form.
2. Proposer questions must be submitted on the Attachment 4: RFP No. SCPH/102 Proposer Questions Form. The completed form must be attached to the sender's email and emailed to DHS-PUB-SCPH102RFP@saccounty.gov by the date shown in the RFP timeline. Email subject line must read, "RFP No. DHS PUB-SCPH102RFP Proposer Questions Form".
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes **will not be accepted**.
4. **Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP 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 organization representatives who attended the Mandatory Proposers' Conference. At the sole discretion of Sacramento County Public Health, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

SECTION II. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. All proposal narratives and attachments must be submitted via email as a PDF file attachment or as a zipped file containing multiple documents and, in the order, specified in the Proposal Package Checklist (see Exhibit B).
2. **Each page must be clearly and consecutively numbered, beginning with the RFP cover letter as page 1 (Exhibit A).**
3. Proposal Narrative (Exhibit C) responses should be formatted using an 8.5-inch x 11-inch portrait page layout, double spaced, 1-inch margins, and a minimum of 12-point Arial or Times New Roman font.
4. Program Budget & Budget Narrative Template(s) (Exhibit D) should be formatted using the provided Microsoft Excel template with an 8.5-inch x 11-inch portrait or landscape page layout, 1-inch margins, and a minimum of 10-point Arial or Times New Roman font.
5. Service Category Work Plan Instructions & Template(s) (Exhibit E) should be completed using the provided Adobe Acrobat template.
6. The inclusion of elaborate artwork, visuals, embedded web links or other presentations as part of the proposal package are neither necessary nor desired and will not be rated or scored.
7. The proposal must be submitted in the legal entity name of the proposer and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the signature of an individual authorized with contract signature authority by the corporation's board of directors. Electronic and scanned authorized signature(s) will be accepted.
8. All proposals must include electronic or scanned signatures (as required – see Exhibit B, Proposal Package Checklist) along with agency's legal name(s), and business address.
9. Proposals must be received by email at DHS-PUB-SCPH102RFP@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents. If size constraints require sending the proposal packet across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFP number, and whether the email contains all or parts of the proposal packet (examples: Smithsonian, RFP No. SCPH/102 RFP Proposal – Complete Packet or Smithsonian, RFP No. SCPH/102 RFP Proposal – Part 1 of 3). Email box DHS-PUB-SCPH102RFP@saccounty.gov will send an Automatic Reply email notifying proposers that their email(s) have been sent to the correct email address.
10. Proposals not received by 5:00pm (PDT) on the date shown in the RFP timeline to the indicated email address will be rejected. It is the responsibility of the proposer to submit the proposal by the time and date to the email address specified above.
11. Mailed, hand-delivered, or faxed submissions will not be accepted. Proposals emailed to other email addresses will not be accepted.
12. DHS will reject any proposals not substantially meeting all RFP requirements.

B. RULES GOVERNING COMPETITIVE PROPOSALS

1. Costs for developing and submitting proposals are the responsibility of the proposer 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 RFP are necessary, the County will provide addenda or supplements.
3. All proposals submitted become property of the County and will not be returned.
4. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if deemed in the best interest of the County to do so. The County may also reissue a cancelled RFP.
5. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.
6. All proposals shall remain confidential until the Sacramento County Board of Supervisors has awarded the contract(s), and the contract(s) are negotiated and executed.

C. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more proposers.
2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
3. Reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the County to do so. Reissue a cancelled RFP.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to proposal submissions.
6. Enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.
7. Authorize renewal of contracts annually based on the availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.
8. Determine the amount of resources allocated to the successful proposer(s).
9. Require information in addition to the proposal for further evaluation, if necessary.
10. Check with references and share any information it may receive with the evaluation committee.
11. Require successful proposer(s) to sign a County contract.
12. Make the final determination of the requirement for the report of internal controls to be included with the financial statements.
13. Conduct evaluation and as a result make changes to various aspects of the program.

D. SCREENING CRITERIA

Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The Committee will evaluate the proposals based on the evaluation criteria specified in Section II., E. – “Rating Process: General” below.

Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the Evaluation Committee.

1. All proposals received by the deadline (from agencies with a representative at the mandatory proposer's conference) shall be screened to determine whether they meet the (a) formatting, (b) content, (c) financial stability, and (d) insurance requirements specified in this RFP:

- a. Format requirements are found on page 17.
- b. Proposal Content requirements are found on pages 22-23.
- c. Financial statements will be screened by the Department's Accounting Manager for the demonstration of financial stability.

The following items are included in the analysis of the complete financial statements:

- fiscal ratios
- financial stability
- financial statement not more than 24 months old

Additionally, the following items must be evidenced in the audited financial statements:

- No adverse auditor opinion
- No disclaimer of auditor opinion
- No going concern issues

The RFP allows for communication between the proposer, the Certified Public Accountant (CPA) who prepared the financial statement, and the Department's Accounting Manager. This communication includes additional documentation and reports to be provided to the Department's Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

- d. Insurance requirements, found in Exhibit F, are met by submission of an insurance certificate(s) demonstrating current coverage AND/OR a letter from an insurance broker indicating that a policy for the level of coverage required can be issued.

IF COUNTY FINDS A DEFICIENCY WITH THE PROPOSER'S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER INSURANCE DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

2. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification by the date shown in the RFP timeline. A proposer may protest screening disqualification by following the rules found on pages 20-21, "Opportunity to Protest".

E. RATING PROCESS: GENERAL

1. Those proposals that meet minimum requirements as noted above will be included in a review and selection process. The proposals 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 panel of evaluators will recommend the highest rated proposal(s) to the DHS Director. The DHS Director will make final recommendations for contractor selection to the Board of Supervisors. The DHS Director may recommend a contractor that is not the highest rated and provide justification for recommendation to the Board of Supervisors.
2. Recommendation(s) for the award(s) is contingent on successful resolution of any protests, which would otherwise restrict or limit such an award.

3. Notice of the recommendation(s) for the award(s) will be emailed to all proposers by **the date shown in the RFP timeline** after a notice of the proposed award(s) has been posted in the DHS office.
4. **A minimum score of 70% is required to pass the evaluation for each Service Category. If the minimum score is not met, the proposal for that Service Category will be rejected.** Scoring will be as follows:

ELEMENT	POINTS POSSIBLE
Proposal Narrative	50*
Program Budget & Budget Narrative Template(s)	20*
Service Category(ies) Work Plan(s)	30*
Total Points Possible Per Service Category	100*

**Proposers can earn up to 50 points for the Proposal Narrative. The Proposal Narrative will be scored once, and that score will be added to each remaining scoring elements above. For each Service Category applied for, proposers can earn up to 20 points for the: Program Budget & Budget Narrative Template(s), and up to 30 points for the Service Category(ies) Work Plan(s).*

*These scores will be combined **for each Proposed Service Category** for a maximum possible score of 100 points.*

F. OPPORTUNITY TO PROTEST

1. Any proposer wishing to protest disqualification in the screening process or the proposed award recommendation(s) must submit a written letter of protest. Submit such a letter **by the date shown in the RFP timeline**. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating them; and/or
 - b. Proposals were not evaluated and/or recommendation(s) for the award were not made in the following manner:
 - i. All proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or
 - ii. All proposals meeting the screening requirements were submitted to an Evaluation Committee, which evaluated the proposals using the criteria specified in the RFP; and/or
 - iii. The proposer(s) judged best qualified by the Evaluation Committee was recommended to the Director of DHS for award; and/or
 - iv. The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP.
2. The written letter of protest of the proposed award(s) must reference the title and number of this RFP, and be submitted by email to DHS-Director@SacCounty.gov ; email subject line must read, "Protest, RFP No. SCPH/102 ".

Protest letters must be received at the above email address **by the date shown in the RFP timeline**. Mailed or hand delivered hard copy letters, or faxed letters will not be accepted. Letters received by any other office will not be accepted. Oral protests will not be accepted. It is the proposer's responsibility to request an email delivery receipt to ensure receipt of delivery at the above email address by the date and time specified in the RFP 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 RFP as discussed in Opportunity to Protest, F, above.

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

G. COMMENCEMENT OF WORK

1. Contract(s) shall not be executed until after DHS has obtained Sacramento County Board of Supervisors approval for the contracts.
2. The successful proposer(s) shall be required to sign a Sacramento County contract. The successful proposer(s) 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 and the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.
3. The successful proposer(s) will not begin work under any successfully negotiated contract until such time as the contract has been signed by the proposed contractor(s) and Sacramento County.

H. CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES

Attachment 1 is a sample of the County's agreement boilerplate. The attached boilerplate applies to agencies registered with the Secretary of State in California. Other boilerplates may vary. Attachment 2 is a sample of the County's additional provisions to the agreement.

SECTION III. PROPOSAL REQUIREMENTS

Proposals must include the following items 1 through 11 in the **order specified below**: (See referenced exhibits for complete instructions.)

A. **EXHIBITS**

1. **RFP Cover Letter and Certification of Intent to Meet RFP Requirements:** See Exhibit A. The RFP Cover Letter/Certification of Intent must be completed with an authorized electronic or scanned signature and submitted with the proposal. Please type or clearly print directly on Exhibit A. The RFP Cover Letter will be provided electronically. **(The RFP Cover Letter is page 1 of your proposal).**
2. **Proposal Package Checklist:** See Exhibit B. All items included in the proposal package must be submitted in the order listed on the Proposal Package Checklist. The completed Checklist must be submitted with the Proposal and will be provided electronically.
3. **Proposal Narrative:** See Exhibit C. The Proposal Narrative must enable an evaluation committee to determine whether the proposal meets the requirements of this RFP. Thus, it should be clearly written and concise, but also explicit and complete.
4. **Program Budget & Budget Narrative Template(s):** See Exhibit D. **The template(s) will be provided electronically.** Submit a separate Program Budget & Budget Narrative *for each Service Category* for which your agency is applying.
5. **Service Category Work Plan Instructions and Template(s):** See Exhibit E. **The template(s) will be provided electronically.** Submit a separate Work Plan *for each Service Category* for which your agency is applying.
6. **Insurance Requirements:** See Exhibit F. The successful proposer(s) shall be required to comply with the insurance requirements in Exhibit F.
7. **Sacramento County Good Neighbor Policy Statement of Compliance:** See Exhibit G. The successful proposer shall be required to submit a signed Statement of Compliance with Sacramento County Good Neighbor Policy. Proposers must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy. An authorized electronic or scanned signature will be accepted. See Attachment 3 for the County of Sacramento Good Neighbor Policy. The Good Neighbor Policy Statement of Compliance will be provided electronically.
8. **County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support):** See Exhibit H. When a proposer submits a bid, application or other offer to provide goods or perform services for or on behalf of the County, the proposer must complete and submit the signed Certification. An authorized electronic or scanned signature will be accepted. The Certification of Compliance Form will be provided electronically.
9. **Certification Regarding Debarment and Suspension:** See Exhibit I. Proposer 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. The proposer must submit the signed Certification. An authorized electronic or scanned signature will be accepted. The Certification Regarding Debarment will be provided electronically.

10. Independently Audited Financial Statement. Submit your latest complete Audited Financial Statement with accompanying notes, completed by an independent Certified Public Accountant (CPA), for a fiscal period of not more than 24 months old at the time of submission. Use of generally accepted accounting principles (GAAP) is required. The demonstration of your organization's financial stability will be evaluated. If the audit is of a parent firm, the parent firm shall be party to the contract.

If the total budget amount of your proposal plus the total of all your agency's existing contracts with DHS is less than \$250,000, a reviewed Financial Statement may be provided in place of the Audited Financial Statement. The reviewed Financial Statement shall be prepared by an independent CPA in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA and must be for a fiscal period of not more than 24 months old at the time of submission.

EXHIBIT A

<p align="center">RFP COVER LETTER AND CERTIFICATION OF INTENT TO MEET RFP REQUIREMENTS</p>
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SUBJECT: HIV CARE Services Program RFP No. SCPH/102

Name of proposer (**Legal** business name of entity)

Name, Parent Corporation (if applicable)

Address of proposer (Street, City, and Zip Code)

Proposer's federal tax identification number

Contact person (Name, title, phone number, e-mail address)

Name and title of person(s) authorized to sign for agency

List all **HIV CARE Services Program** contracts your agency has had for the last five years.

☐ **Not Applicable** – No HIV CARE Services Program contracts in the last five years.

1. List contracts completed in the last five years.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

ORGANIZATION'S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS	YES/NO
1. Are you submitting a proposal as a single agency only? No partnerships, multi-agency or fiscal sponsorship proposals will be accepted. Collaborations and subcontracting with other agencies is allowable and encouraged; however, proposals must be submitted by, and in the name of, only one single agency.	
2. Was your organization represented at the mandatory proposers' conference for this proposal?	
3. Is your organization qualified and eligible to receive an award under applicable statutes and regulations?	
4. Are you a responsive proposer whose bid or proposal complies with all requirements of this RFP?	
5. Does your organization possess adequate resources, or the ability to obtain such resources as required during the performance of the contract?	
6. Does your organization have the capacity to provide telehealth/teleservices if applying for a Core Service?	
7. Does your organization have the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments?	
8. Does your organization have a location and will provide all services in Sacramento County?	
9. Is your organization culturally and linguistically competent for delivering the proposed service(s) with respect to the focus population(s)?	
10. Does your organization have internet and email capabilities/access to send and receive information to and from the Sacramento County HIV CARE Services Program through the web-based SHARE system (e.g., cumulative monthly summary report, claim/service utilization summary)?	
11. Does your organization have at least three (3) years of experience providing services to persons with HIV/AIDS or at risk for contracting HIV/AIDS;	
OR	
12. Does your organization have at least three (3) years of experience providing services in the proposed Service Category(ies) or other medical and/or psychosocial support services?	
13. Is your organization be licensed to do business in the State of California.	

Please ensure you sign Certification Statement found on the next page

Certification

I certify that all statements in my proposal are true. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County 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 hereof void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that the _____ (agency's name) will comply with all requirements specified in the RFP which are applicable to the services which we wish to provide. I agree with the right of the County, state, and federal government to audit _____ (agency's name) financial and other records.

Signature of proposer or Authorized Agent

Date

EXHIBIT B

PROPOSAL PACKAGE CHECKLIST

The proposal checklist **MUST** be completed and submitted with your proposal. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete.

CHECKBOX ITEMS

- ☐ RFP Cover Letter and Certification of Intent to Meet RFP Requirements. This is Page 1 of the proposal (Exhibit A)
- ☐ Proposal Package Checklist (Exhibit B)
- ☐ Proposal Narrative (Exhibit C)
- ☐ Program Budget & Budget Narrative Template(s) (Exhibit D)
- ☐ Service Category Work Plan Instructions & Template(s) (Exhibit E)
- ☐ Certificate(s) of Insurance, documenting current coverage (Exhibit F)
 - a. General Liability: \$2,000,000
 - b. Automobile Liability: \$1,000,000
 - c. Worker's Compensation/Employers Liability: Statutory/\$1,000,000
 - d. Professional Liability or Errors and Omissions Liability: \$1,000,000
 - e. Sexual Molestation & Abuse: \$250,000/\$1,000,000 (per person or occurrence/annual aggregate)
 - f. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate
- OR--
- ☐ Insurance Broker's Letter Demonstrating Ability to Meet County Requirements
- ☐ County of Sacramento Good Neighbor Policy and Signed Statement of Compliance (See Exhibit G)
- ☐ County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support) (Exhibit H)
- ☐ Certification Regarding Debarment and Suspension (Exhibit I)
- ☐ Independently Audited Financial Statement (page 23)

SUBMISSION STANDARDS

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

- ☐ Authorized signatures on ALL documents in proposal package (electronic or scanned signatures will be accepted)
- ☐ Proposal submitted by 5:00 p.m. (PDT) on date shown in RFP timeline
- ☐ All documents meet format and content requirements
- ☐ Independently Audited Financial Statement not more than 24 months old
- ☐ Insurance requirements met
- ☐ Attended Mandatory Proposers' Conference

EXHIBIT C

PROPOSAL NARRATIVE

The Proposal Narrative must enable an evaluation committee to determine whether the Proposal meets the requirements of this RFP. The Proposal Narrative should be concise and clearly written. The Narrative must also be explicit and complete in providing information about the breadth and depth of the agency's experience and qualifications. Include comprehensive and complete information that is important to know about your agency.

Begin a new page with each section. The maximum page requirements per section includes statement of the question and any supporting attachments for that question. Any additional pages beyond the maximum page allowance per section will be removed and will not be reviewed by the evaluation committee. See formatting requirements (Section II, A) on page 17.

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
Section 1: Agency Capability/ Organizational Description: a) Describe your agency's overall mission and goals, and how the provision of services to people living with HIV/AIDS, or at risk for HIV infection, fits into your agency's purpose. b) Describe the collaborative efforts your agency has been involved in regarding services to people living with HIV/AIDS, or at risk for HIV infection. c) Describe your agency's geographic service area(s), specific scope and type(s) of services provided in each geographic service area. d) Describe your specific past experiences either providing current Ryan White CARE Act funded services or other non-Ryan White CARE Act funded medical and/or psychosocial support services. Include description of current	<ul style="list-style-type: none">• Alignment of mission and goals with the provision of HIV Care Services Program services and the populations it serves.• Extent and quality of relevant experience.• Prior experience with delivery of similar or identical services to the proposed focus population(s).• Description of collaborative efforts to serve people living with HIV/AIDS, or at risk for HIV infection.	10	10

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>program(s), i.e. demographics of current clients, experience and training of current staff.</p> <p>e) Explain how your agency has implemented or will implement and ensure availability and access to telehealth services. Discuss the opportunities and barriers of telehealth.</p>	<ul style="list-style-type: none"> • Description and/or evidence of sustainable telehealth capability and performance. 		
<p>Section 1A: Agency Capability/ Organizational Description:</p> <p>a) Describe your agency’s capacity to implement and oversee a Clinical Quality Management (CQM) program, proportionate to the size and scope of your organization, that supports the delivery of high-quality, evidence-based HIV services in alignment with HRSA PCN 15-02 and Sacramento County’s HIV Care Services Program.</p> <p>i. CQM Infrastructure: Your agency’s ability to support and sustain Clinical Quality Management (CQM) activities should include a description of internal infrastructure that enables effective planning, implementation, and evaluation of CQM initiatives. This includes: staffing and leadership support for CQM, availability of resources and evaluation tools, engagement of internal and external stakeholders and the development and execution of CQM action plans that reflect the size, scope, and service priorities of your organization.</p>	<ul style="list-style-type: none"> • Quality of Plan • Description of metrics • Description of progress tracking • Ability to coordinate with HIV Care Services Program’s overall CQM plan 	1	5

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>ii. Performance Management: Your agency's ability to collect, analyze, and report data on patient care, outcomes (individual and population), and satisfaction, and how this informs service delivery.</p> <p>iii. Quality Improvement (QI): Your agency's structured approach to planning and monitoring QI efforts, identifying improvement areas, setting goals, and tracking progress.</p> <p>iv. Alignment & Coordination with HCS: Your agency's ability to collaborate with HIV Care Services on prioritizing CQM activities, performance measures, and data collection frequency.</p>			
<p>Section 2: Coordination of Services and Funding Streams</p> <p>a) Provide detailed responses to each of the following items:</p> <p>i. The sources and amount of current funding streams available to your organization and services covered by those funding streams.</p> <p>ii. How the current funding streams meet or do not meet the needs of your current client population.</p> <p>iii. How current services will be augmented, or programs maintained or expanded as a result of Ryan White CARE Act funding.</p> <p>iv. How your organization will document, monitor and track the utilization of Ryan White CARE Act funding and ensure these funds are used as a "payer of last resort".</p>	<ul style="list-style-type: none"> • Description of current funding streams and services provided. • Description of need for Ryan White CARE Act funding. • The process used by program and fiscal staff to coordinate activities, ensuring adequate reporting, reconciliation, and tracking of program expenditures (e.g., meeting schedule, information sharing regarding expenditures, "payer of last resort" and program income). 	2	5

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>Section 3: Assessment of Need/ Population(s) of Focus</p> <p>a) Describe each focus population your agency will serve with Ryan White CARE Act funding:</p> <p>i. Demographic data (e.g., race, age, sex, transmission category, current gender identity) and,</p> <p>ii. Socioeconomic data (e.g., percentage of federal poverty level (FPL), income, education, health insurance status, or other barriers).</p> <p>b) Identify the particular service needs of each of the intended population(s) of focus your agency plans to serve.</p> <p>c) Describe your agency's ability to provide tailored (e.g., linguistically/culturally competent, age-appropriate and accessible) services to the proposed focus population(s).</p> <p>d) Describe how your agency will increase access and provide services to:</p> <p>i. People living with HIV/AIDS who are currently not in care.</p> <p>ii. People living with HIV/AIDS who are from diverse ethnic and cultural groups, including those whose primary language is not English.</p>	<ul style="list-style-type: none"> • Knowledge of focus population(s) to be served. • Populations of focus to be served align with populations described in Section I. Overview, B. Background. • Understanding of the particular service needs of each proposed focus population. • Ability to provide tailored services to the proposed focus population(s). • Description of how agency will provide linkage to care for out of care clients, and retention in care for PLWH/A. • Populations of focus described are consistent with those indicated on the Service Category(ies) Work Plan(s). See Exhibit E. <p>Proposers requesting funding under the MAI Medical Case Management Services must identify populations of focus of color:</p> <ul style="list-style-type: none"> ○ Knowledge of focus population(s) and agency's experience working in the community to be served. ○ Plan Narrative, Work Plan, and Budget are consistent in the proposed activities and are realistic in facilitating closing gaps in access to services. 	7	15

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>e) Describe how your agency will increase access for newly diagnosed patients.</p> <p>IF APPLICABLE:</p> <p>f) Specific Qualifications for Minority AIDS Initiative (MAI) Funding:</p> <p>Proposers applying to provide services under the MAI Medical Case Management Services must address the following requirements in the Proposal Narrative.</p> <p>i. Ability to provide services in or near the targeted community(ies) they are intending to serve</p> <p>ii. A successful track record in providing services to the population of focus community(ies) of color</p> <p>iii. Linkages to the targeted populations so they can help close the gap in access to service for highly impacted communities of color; and</p> <p>iv. Cultural and linguistic competency for delivering the proposed service(s) with respect to the focus population(s).</p>			
<p>Section 4: Plan for Proposed Service(s)</p> <p>a) Provide a detailed narrative description of your overall plan for program implementation for all proposed service activities. Please integrate telehealth services into appropriate proposed service activities.</p>	<ul style="list-style-type: none"> Supports the activities outlined in the Service Category Work Plan(s). 	Maximum of 2 pages per service category applying for (Maximum of 38 pages total if applying	10 points maximum for the entire section regardless of the number of service categories applied for

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>b) Describe your agency's client intake and discharge criteria and procedures.</p> <p>c) Describe how your agency will ensure that the "payer of last resort" policy <i>and</i> protocol are consistently followed and documented.</p> <p>Describe the following:</p> <ol style="list-style-type: none"> The process used to ensure that third party reimbursement is pursued The process to conduct screening and eligibility to ensure the Ryan White CARE Act is the payer of last resort; and How you monitor and track the source and use of any program income earned. <p>d) Describe how your agency will ensure access to care for all Ryan White CARE Act eligible clients in the Sacramento TGA seeking services at your agency.</p> <p>e) Describe how your agency will coordinate services, referrals and follow-up mechanisms with other community agencies. Explain how this coordination will support the Sacramento TGA Continuum of Care, reduce fragmentation of care, and reduce duplication of services for Ryan White CARE Act eligible clients.</p> <p>f) Describe how your agency's provision of services for each client will be documented (i.e., electronic health record (EHR), paper chart/file).</p>	<ul style="list-style-type: none"> Process for intake and discharge plan. Description of how the agency will ensure Ryan White CARE Act is the "payer of last resort". Quality of plan to provide access to care for all eligible Ryan White CARE Act clients including coordination of services, telehealth services, referrals, and follow-up mechanisms with other community agencies. Quality of process and procedures for documenting client records. Quality of procedures to protect client confidentiality and compliance with rules and regulations. 	for every category).	

PROPOSAL NARRATIVE for HIV Care Services Program RFP No. SCPH/102			
Sections to be addressed:	Proposers will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
g) Describe your agency's HIPAA procedures, guarantees and protocols for protecting client confidentiality.			
Section 5: Sacramento County Good Neighbor Policy a) Describe how your organization will ensure compliance with Sacramento County's Good Neighbor policy. (See Attachment 3) as it relates to the facilities and services referenced in your proposal.	<ul style="list-style-type: none"> Compliance with the elements of the Good Neighbor Policy. 	2	5
TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR PROPOSAL NARRATIVE		Between 24 - 60	50

EXHIBIT D

PROGRAM BUDGET & BUDGET NARRATIVE TEMPLATE(S)

Awards for the approximate multi-year period March 1, 2026, through March 31, 2031, will be based on the quality of the proposals received for **each** funded Service Category contingent on the availability of multiple source funding and overall proposer performance. Funding sources will be determined by the County, with the exception of Part A MAI funding, which must be applied for directly in this RFP.

Program Budget & Budget Narrative Template will be provided electronically.

INSTRUCTIONS

1. Please submit a 12-month Work Plan and Budget for **each** Service Category for which you are applying.
2. Using the template provided, complete a separate Program Budget & Budget Narrative for **each** proposed TGA funded Service Category.
3. A Program Budget & Budget Narrative only needs to be completed for the first year.
4. List your agency's legal name and the proposed Service Category at the top of each page.
5. List the total funds *you are requesting for this Service Category* in the Budget column on the last line labeled "BUDGET TOTAL".
6. Round off dollars to the nearest whole number and percentages to two decimal points.
7. Use the budget to reflect your proposed expenditures. If the space provided for the required information is not sufficient, you can modify the rows to add additional information as needed. (e.g., additional personnel titles and information). **If adding rows to the Excel Budget form, be sure to update the formulas and format the cells and rows added.**
8. Use a calculator or other method to verify total calculations. Do not rely on formulas.

I. Personnel

As outlined in the HRSA's SF-424 Application Guide (<https://www.hrsa.gov/sites/default/files/hrsa/grants/apply/applicationguide/sf-424-app-guide.pdf>), the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019 (P.L. 115-245), Division B, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate more than Executive Senior Level II, which is **\$225,700**. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization.

It is important to note that this is a salary rate limitation imposed by appropriations law, not a salary cap. Salary expenses more than the Executive Senior Level II are unallowable costs. Consequently, program income may not be used to pay salaries more than the salary rate limitation.

1. Personnel expenses include all personnel expenses to operate the project.
2. List personnel by job category or classification and by first and last name. If a position will be created for this project or is currently vacant, indicate TBD (to be determined) and provide the qualifications for the position and an estimated date when the position will be filled.
3. Provide the appropriate license of staff, if applicable.

4. Indicate the total annual salary for full-time equivalents (FTE) utilized for this project.
5. Maximum FTE per employee is 1.0 (100%).
6. Indicate the amount requested per position, based on the salary and percentage of time on the project (e.g. 20 hours/week is 50%).
7. Indicate the percentage of employee benefits and total amount on the BENEFITS line.
8. Subtotal all personnel expenses.

II. Travel

Travel must be matched to the geographical boundaries and needs of the project. Mileage is reimbursed at the rate not to exceed the rate set by the State of California Department of Personnel Administration (currently 70 cents per mile). Reimbursement for travel outside of Sacramento County cannot exceed the current rates set by the State of California, except in designated high-cost areas. For further information, see <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> and <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>. **Travel outside California is not allowed.**

III. Supplies

1. Supplies to run program including but not limited to general office supplies (paper, envelopes, pencils, copy services, etc.). Single purchases/transactions not to exceed \$5,000.

IV. Other Costs

1. Other Costs include all expenses except Personnel Expenses and Indirect Expenses. Examples of these types of expenses are equipment rental, space rental, utilities, telephone, staff training, etc.

V. Subcontractor

1. List your requested Subcontractors/Consultants. Include name, credentials, position title, rate, percent of FTE, months worked, budget amount, and description of expense. **Prior County Recipient approval required upon award.**

VI. Indirect Costs

1. *Treatment of Costs under the 10% Administrative Cap for Ryan White HIV/AIDS Program Part A.* Indirect administrative overhead expenses support the project. Examples of common Indirect expenses include insurance, building maintenance, bookkeeping, auditing, etc. Indirect administrative overhead expenses cannot exceed 10% of the total budget request. This is not applicable to *Ryan White HIV/AIDS Program Part B*.

VII. Budget Narrative/Description of Expense

1. Write a Narrative/Description of Expense for each line in the Program Budget & Budget Narrative under the Budget Narrative/Description of Expense section. Detail the line items listed below:

Allowable budget categories are as follows and should be explained in the order below:

- a) **Personnel:** List all personnel whose salaries are to be paid in whole or in part (by FTE) with Ryan White CARE Act funds for the Service Category. For each position provide the **Annual Salary** x FTE % x # of months worked in the year = Budgeted Salary. **Duties and Responsibilities:** A brief description of the duties and responsibilities as they relate to the Ryan White CARE Act funded work.

- b) **Fringe Benefits:** Provide the aggregate amount of fringe benefits, i.e. percentage based on salaries. While a breakdown of each benefit is not required, it is necessary to provide the methodology used to calculate the percentage of allocated fringe benefits. See sample.
- c) **Travel:** All travel must directly benefit the work supported by the Ryan White CARE Act. List all travel anticipated to occur during the project period; be specific about who will travel, where, when and why the travel is necessary. Travel expenses shall not exceed California State Department of Personnel Rates (<https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>). Travel outside of California is not allowed.
- d) **Supplies:** Provide a general description of the types of items classified as general office supplies. Computer software upgrades should be included in this category, if necessary, and specifically delineated as to which software upgrades will be provided and the basis of need. Computer software ownership remains with Sacramento County.
- e) **Other Costs:** This category should include items such as printing, telephone, postage, position vacancy recruiting, interpreter fees, internet/email access, and equipment maintenance (items that are not supplies or equipment and are not included in the basis for an indirect cost rate). Be specific in describing each item listed in terms of what it is, quantities, the basis for need, and provide a clear and concise cost formula, when applicable – e.g. copies: 0.03 cents x 500 = \$15.00.
- f) **Consultants/Sub-recipient Qualifications:** Prior written approval from County is required before subcontracting any of the services delivered under this Agreement. Proposers must identify the number of consultants/subrecipient, their names and titles, any applicable credentialing/licensure, and describe the services each will provide. Information must include the purpose/function, amount to be subcontracted, and the basis for payment (i.e. cost/day, cost/service unit).
- g) **Indirect Costs:** Usually refers to costs that are for common or joint purposes across the agency. These costs benefit multiple awards, projects, services or other direct activity of an organization that cannot be readily identified with a particular one specifically. The indirect cost rate shall not exceed (10%) ten percent. Please list the components encompassed in the 10% -- do not list individual dollar amounts. **If Part B funds are awarded, no direct administrative staff or indirect costs are allowed. Part B is a direct service-based grant.**

Program Budget & Budget Narrative Template(s) (Maximum 20 points per Service Category)

Applicants will be rated on:

1. Budget Narrative(s) supports the Service Category Work Plan(s) (Exhibit E)
2. Adherence to Program Budget Template instructions (Exhibit D)
3. Accuracy of Budget Worksheet(s)

Service Agency:
Service Category:

NOTES:
1. The Indirect Cost Rate for R/W Part A is the maximum 10% de minimus rate on direct services. R/W Part B does not have an indirect rate.

Sacramento County Public Health
HIV Care Services Program
For 12 Months
SAMPLE

Service Agency: ABC
Service Category: Medical Case
Management

PERSONNEL						BUDGET NARRATIVE / DESCRIPTION OF EXPENSE
PERSONNEL (First Name, Last Name, Credential) (License # if Applicable)	Position Title	Annual Salary	Percent of FTE	Months	Budget	
Allison Orange, MPH	Project Coordinator	\$60,000	20%	12	\$12,000	Annual salary \$60,000 x 20% x 12 months = \$12,000 Duties and Responsibilities: Provide monitoring of program and programmatic requirements. Participates in case conferencing, chart review, audits, and staff supervision.
Mary Pipkins, LCSW, License Number 48662	Medical Case Manager	\$60,000	45%	12	\$27,000	Annual salary \$60,000 x 45% x 12 months = \$45,000 Duties and Responsibilities: This position provides medical case management services to HIV+ clients using both office and field base models. Provides clients assessment and evaluation, creates and follows client care plans, and provides referrals to needed services. These services are intended to retain clients in medical care and reduce client viral load.
Manuel Yellow, MFT, License Number 48663	Medical Case Manager	\$56,000	50%	12	\$28,000	Annual salary \$56,000 x 50% x 12 months = \$28,000 Duties and Responsibilities: This position provides medical case management services to HIV+ clients using both office and field base models. Provides clients assessment and evaluation, creates and follows client care plans, and provides referrals to needed services. These services are intended to retain clients in medical care and reduce client viral load.
Edison Gray	Medical Case Manager	\$42,000	40%	12	\$16,800	Annual salary \$42,000 x 40% x 12 months = \$16,800 Duties and Responsibilities: This position provides medical case management services to HIV+ clients using both office and field base

						models. Provides clients assessment and evaluation, creates and follows client care plans, and provides referrals to needed services. These services are intended to retain clients in medical care and reduce client viral load.
Ted Redsox	Medical Case Manager	\$42,000	40%	12	\$16,800	Annual salary \$42,000 x 40% x 12 months = \$16,800 Duties and Responsibilities: This position provides medical case management services to HIV+ clients using both office and field base models. Provides clients assessment and evaluation, creates and follows client care plans, and provides referrals to needed services. These services are intended to retain clients in medical care and reduce client viral load.
TBD	Office Assistant	\$35,000	25%	10	\$7,292	Annual salary \$35,000 x 25% x 10 months = \$7,292 Duties and Responsibilities: This position assists in contract compliance, client Intake procedures, invoicing and payment, phone, reception and client scheduling.
				Total Salaries	\$107,892	
BENEFITS						
Benefits (See Note 1 below)			25.00%		\$26,973	Fringe/Allocated Benefits include: SUI, Liability Ins., Worker's Comp, Retirement, Health/Dental/Life Insurance, FICA, 401A, and other related expenses. (Please use your agency's actual benefit rate here)
				Total Personnel	\$134,865	
TRAVEL						
Mileage					\$1,500	Cost of employee mileage for field visits, meetings and interventions at 70 cents/mile x 200 miles X 12 months.
				Total Travel	\$1,500	
SUPPLIES						
Supplies					\$500	Supplies to run program other than office supplies.
General Office Expense					\$340	Cost for office expenses (paper, envelopes, pencils, copy services, etc.).
				Total Supplies	\$840	
OTHER COSTS						
Educational Materials					\$0	

Duplication/Printing					\$70	Cost of printing educational materials. 1000 copies @ .07¢ per copy = \$70
Rent					\$2,000	Office space rental, alarm services and security services @ \$2000/FTE/Yr.
Communications					\$780	Cell phone fees 1 phone per month @ \$65/mo x 12 mo
Copier Rental					\$200	Lease cost for copier use.
Mail Messenger/Postage					\$62	Cost for mail and courier svcs.
Insurance						
				Total Other	\$3,112	
SUBCONTRACTORS						
Josh Purple, LCSW, License Number 12345	Clinical Supervision Consultant	rate \$120/hour	4 hours/month	12	\$5,760	Rate = \$120/hour x 4 hour/mo x 12 months = \$5,760 Duties and Responsibilities: Provides Licensed Clinical Supervision to non-licensed Medical Case Managers per OA Standards of Care monthly.
				Total Subcontractor	\$5,760	
INDIRECT COSTS (Cannot exceed 10% on direct services - see Note 2)						
			10.00%		\$13,486	Indirect expenses are calculated based on FTE program share of the following: IT Svcs., Purchasing Svcs., Program overhead costs, Accounting Svcs., Data Processing Svcs, and related expenses.
Budget Total					\$159,563	

NOTES:

1. This form is pre-populated with a 25.00% benefit rate. If your organization percentage rate is different, please update it accordingly and explain your methodology in the Budget Narrative/Description of Expense column.
2. The Indirect Cost Rate for RW Part A is the maximum 10% de minimus rate on direct services. RW Part B does not have an indirect rate.

EXHIBIT E

SERVICE CATEGORY WORK PLAN INSTRUCTIONS & TEMPLATE(S)

The Work Plan will assist you in defining your program and will assist the Evaluation Committee in its assessment of it. The components of your Work Plan should reflect the information provided in the Proposal Narrative. In addition, the Work Plan will serve as the basis for contract language and bi-annual reporting for funded programs. Follow the instructions below carefully.

Service Category Work Plan Instructions & Template(s) will be provided electronically.

A. Work Plan Instructions

1. A Work Plan must be submitted for each TGA funded Service Category for which you are applying.
2. A Work Plan only needs to be completed for a 12-month service period.
3. Complete each field in the Work Plan(s) in the format provided below.
4. There is a two (2) page limit for each Work Plan Goal.
5. If proposing multiple objectives, utilize the additional page on the template provided to capture all objectives.
6. Refer to the completed sample Work Plan included in this Exhibit.

B. Work Plan Components

The Work Plan will include the following components:

1. Applicant name
2. Service Period
3. Service Category: List proposed Service Category (refer to Section I. Overview, C. – Service Categories). Also select the Service Category type, i.e. Core Service, Support Service, or MAI Core Service.
4. Location(s) (ex. zip code area(s), neighborhood(s), site/service address).
5. Population(s) of Focus to be served: Identify the HIV+ focus population(s) that will participate in the identified activities, as appropriate (i.e., Gender, Risk Categories, and Race/Ethnicity(ies)).
6. HIV Care Continuum Goal/Step Addressed: The HIV Care Continuum has six main stages that include: Diagnosis of new HIV infections, improving linkage to care, improving retention in care, improving early initiation/use of antiretroviral therapy (ART), increasing the number of individuals who are virally suppressed, and stably/permanently housed. Check the proposed stages for this Service Category.
7. Goal: Include a description of how the proposed activities will address the goals of the National HIV/AIDS Strategy.
8. Objective: Objectives should be SMART (specific, measurable, achievable, realistic and time-bound). Can have multiple objectives in any Service Category.
9. Activities

- a) List the specific time-limited or ongoing activities to be implemented to accomplish each goal. Include activities such as: staff hiring, developing curricula, conducting outreach or training, implementation of program activities, delivery of telehealth services, and continuous quality management activities.
- b) If subcontractors/consultants are used, state the services they will provide.

10. Timeline for proposed activities.

11. Persons Responsible: List of key staff responsible for activities.

12. Method(s) for Evaluation/Tracking: Measures or tools used for measuring program outcomes and processes.

13. Deliverables/Outcomes: i.e. number of unduplicated individuals and number of anticipated services and/or units delivered.

C. Work Plan Rating (Maximum 30 points per Service Category)

Applicants will be rated on:

- 1. Clarity and completeness of response.
- 2. Adherence to the Work Plan Template instructions.
- 3. Presents a reasonable scope of activities to be conducted with the time and resources of the request.
- 4. Work Plan corresponds to both the Proposal Narrative and Program Budget & Budget Narrative Template(s).

HIV Care Services Service Category Work Plan

Applicant Name:		Service Period: <u>March 1, 2026 to February 28, 2027</u>	
Service Category: <small>Select One</small>	<input type="checkbox"/> Core Service	<input type="checkbox"/> Support Service	<input type="checkbox"/> MAI Core Service
Location(s) (ex. zip code area(s), neighborhood(s), site/service address)			
Population(s) of focus To Be Served: (check all that apply)			
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female Ages: <input type="checkbox"/> Infants 0-2 <input type="checkbox"/> Children 3-12 <input type="checkbox"/> Youth 13-19 <input type="checkbox"/> Adults 20-24 <input type="checkbox"/> Adults 25-49 <input type="checkbox"/> Adults 50+			
Risk Categories: <input type="checkbox"/> MSM <input type="checkbox"/> MSD/IDU <input type="checkbox"/> IDU <input type="checkbox"/> High Risk Heterosexual			
Race/Ethnicity(ies): <input type="checkbox"/> African American <input type="checkbox"/> Hispanic/Latinx <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____			
HIV Care Continuum Goal/Step Addressed: (check all that apply)			
<input type="checkbox"/> Improving Linkage to Care <input type="checkbox"/> Improving Retention in Care <input type="checkbox"/> Improving Early Initiation/Use of ART			
<input type="checkbox"/> Increasing the Number of Individuals who are Virally Suppressed <input type="checkbox"/> Stably/Permanently Housed			

Goal:				
Objective # 1:				
<u>Activities</u>	<u>Timeline</u>	<u>Persons Responsible</u>	<u>Method(s) for Evaluation/Tracking</u>	<u>Deliverables/Outcomes</u>
Quality Assurance/Activities:				

SAMPLE

HIV Care Services Category Work Plan

Applicant Name: <u>Inspiring Change, Inc.</u>		Service Period: <u>March 1, 2026 to February 29, 2027</u>	
Service Category or sub-category: <u>Medical Case Management</u>		<input checked="" type="checkbox"/> Core Service	<input type="checkbox"/> Support Service
Location(s) (ex. zip code area(s), neighborhood(s), site/service address) <u>123 Main Street, Anytown, CA 12345</u>			
Target Populations To Be Served: (check all that apply)			
Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female Ages: <input type="checkbox"/> Infants 0-2 <input type="checkbox"/> Children 3-12 <input checked="" type="checkbox"/> Youth 13-19 <input checked="" type="checkbox"/> Adults 20-24 <input checked="" type="checkbox"/> Adults 25-49 <input checked="" type="checkbox"/> Adults 50+			
Risk Categories: <input type="checkbox"/> MSM <input type="checkbox"/> MSD/IDU <input type="checkbox"/> IDU <input checked="" type="checkbox"/> High Risk Heterosexual			
Race/Ethnicity(ies): <input checked="" type="checkbox"/> African American <input checked="" type="checkbox"/> Hispanic/Latinx <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____			
HIV Care Continuum Goal/Step Addressed: (check all that apply)			
<input type="checkbox"/> Improving Early Initiation/Use of ART <input checked="" type="checkbox"/> Improving Linkage to Care <input checked="" type="checkbox"/> Improving Retention in Care			
<input type="checkbox"/> Increasing the Number of Individuals whom are Virally Suppressed <input type="checkbox"/> Stably/Permanently Housed			
Goal: Inspiring Change will improve linkage to care and retention in care outcomes for newly diagnosed People Living with HIV/AIDS by xx% by 2027			

Objective # 1A: By February 28, 2027, Inspiring Change will provide medical case management services to 100 African American and Latinx women whom have been diagnosed with HIV, of whom 80% will be virally suppressed at the end of the reporting period.

Activities	Timeline	Persons Responsible	Method(s) for Evaluation/Tracking	Deliverables/Outcomes
1. Hire/maintain trained Case Management culturally and linguistically appropriate staff.	3/1/26-6/30/26	Social Services Manager/Director	Staffing roster.	Patient visits
2. Work with community HIV testing organizations to identify newly diagnosed patients eligible for Ryan White services whom have not been linked to care.	Ongoing	Outreach staff	Completed Clients Intake forms entered into SHARE/HCC.	100 client intake forms completed.
3. Complete required intake forms for each patient referred for case management services.	Ongoing	MCM's	Patient Care Plans and EMR records.	80% patients virally suppressed.
4. Work with medical provider to assess and determine the specific case management needs of each client to develop individual care plans.	Ongoing	MCM's	Patient Visits entered into SHARE/HCC.	3 case management visits documented.
5. Provide a minimum of 2 annual case management visits for all patients agreeing to case management services. Update care plan at least every 6 mos.	Ongoing	MCM's	Patient Visits entered into SHARE/HCC	80% patients virally suppressed.
6. Document client referral to ambulatory care provider or notate ambulatory care provider in care plan. Update intake showing client has had 2 viral load and or CD4 count test per year.	Ongoing	MCM's	Patient Lab information entered in SHARE/HCC	

EXHIBIT F

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 RFP are specified in the sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

Your proposal should include a standard certificate of insurance showing current coverages. **If your 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 saying that you will be able to have the required insurance in place before a contract is signed and services commence.*

IF DURING THE PROPOSAL SCREENING FOR THIS RFP, THE COUNTY FINDS A PROBLEM WITH THE PROPOSERS' INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL **THE DATE SHOWN IN THE RFP TIMELINE** TO SUBMIT ANY REQUIRED DOCUMENTATION TO THE COUNTY. Proposers 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 RFP.

If you receive a formal contract offer at the completion of this RFP process, and your 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 proposer who submitted the next highest-rated proposal, or issue a new RFP.

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

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

**COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH SERVICES
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	Two Million Dollars (\$2,000,000)
Products and Completed Operations	Two Million Dollars (\$2,000,000)
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. If CONTRACTOR does not have any statutory employees, then Sections 3.3 and 3.3.1 do not apply. If CONTRACTOR hires employees during the term of the Agreement, then CONTRACTOR must comply with Sections 3.3 and 3.3.1.

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

3.5.1. The minimum limits shall be not less than \$1,000,000 per claim or incident and \$1,000,000 aggregate. Coverage shall include but is not limited to:

3.5.2. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

3.5.3. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

3.5.4. Administrative expenses for forensic expenses and legal services.

3.5.5. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

3.5.6. Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

3.6. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: OMITTED

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

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 INSURED") 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 INSURED 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 G

**SACRAMENTO COUNTY GOOD NEIGHBOR POLICY
STATEMENT OF COMPLIANCE**

CONTRACTORS SUBMITTING PROPOSALS SHALL CERTIFY THAT:

I. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two (72) hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - 8. Participation in area crime prevention and nuisance abatement efforts; and
 - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services, and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement, and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

AGENCY'S NAME

SIGNATURE

DATE

EXHIBIT H

<p style="text-align: center;">COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT</p>
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**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

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.childsup.ca.gov.

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

AGENCY'S NAME

SIGNATURE

DATE

EXHIBIT I

<p align="center">CERTIFICATION REGARDING DEBARMENT AND SUSPENSION</p>

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 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 proposal 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/proposal/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.

PRINTED NAME OF PERSON AUTHORIZED TO SIGN AGENCY'S NAME

SIGNATURE

DATE

ATTACHMENT 1

SAMPLE COUNTY OF SACRAMENTO AGREEMENT BOILERPLATE

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

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

TO CONTRACTOR

«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.

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.

VIII. STATUS OF CONTRACTOR

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.

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.

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.

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.

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.

IX. 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.

X. 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.

XI. 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.

XII. 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, applicant 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 applicants 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 applications 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.

II. 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.

III. 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.

IV. 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.

V. SUCCESSORS

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

VI. TIME

Time is of the essence of this Agreement.

VII. 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.

VIII. DIRECTOR

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

IX. 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.

X. 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 are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. 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.

- E. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. SEVERABILITY

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

XV. 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).

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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 TBD, which is attached hereto and incorporated by reference herein.

XX. 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.

XXI. 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.

XXII. 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).

XXIII. 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>.

XXIV. 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.

XXV. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from 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, 3205.2, and 3205.3 (2023).)

XXVI. 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.

ATTACHMENT 2

<p style="text-align: center;">COUNTY OF SACRAMENTO SAMPLE EXHIBIT TO AGREEMENT “ADDITIONAL PROVISIONS”</p>

ADDITIONAL PROVISIONS

I. LAWS, STATUTES AND REGULATIONS

CONTRACTOR shall abide by all applicable State, Federal and County laws, statutes, and regulations including but not limited to the provisions of the Ryan White Comprehensive AIDS Resources Emergency Act (Ryan White CARE Act) (Public Law 101-381; Title 42 U.S.C. Section 300ff et seq.), as amended by the Ryan White CARE Act Amendments of 1996 (Public Law 104-146), as amended by the Ryan White CARE Act Amendments of 2000 (Public Law 106-345), as amended by the Ryan White Treatment Modernization Act of 2006 (Public Law 109-415), and as amended by the Ryan White Treatment and Extension Act of 2009 (Public Law 111-87) and 45 C.F.R. Part 74 or 45 C.F.R. Part 92, as applicable.

II. LICENSING, CERTIFICATION AND STAFFING

- A. CONTRACTOR warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Sacramento County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by COUNTY.
- 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, and certification, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit C, as applicable, CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for proper provision of services under this Agreement.
- 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. Upon request, CONTRACTOR shall forward to the DIRECTOR copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement. When issuing statements, press releases, requests for proposals, bid solicitations and other documents funded in whole or in part with Federal money provided under this Agreement, CONTRACTORS receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

IV. GRIEVANCES

CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. Agency grievance policies and procedures must be prominently posted at each agency in both English and the other languages of predominant populations served. In addition, the agency must post a copy of its grievance procedure on its website, if it has one. Consumers are to be furnished with a copy of said procedures upon request. Consumers should have the ability to submit grievances anonymously.

V. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with, the provisions of the Welfare and Institutions Code, sections 5328, 10850 and 17006; California Department of Social Services Manual of Policies and Procedures, Division 19-000; Code of Federal Regulations Title 42, Chapter I, Part 2, 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. Unless otherwise required by law, no person shall publish, disclose, or use or permit 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. Any breaches of confidentiality and HIPAA violations shall be reported to the County's HIV Care Services Program Coordinator within 24 hours. The resolution of the HIPAA violation should be reported within 10 business days to the County's HIV Care Services Program Coordinator.
- 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.

VI. QUALITY ASSURANCE AND PROGRAM REVIEW

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. At reasonable times during normal business hours, COUNTY or DIRECTOR and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.
- B. CONTRACTOR shall also use evaluation questionnaires or other tools supplied by the COUNTY for the purpose of evaluation of client satisfaction of services provided.
- C. CONTRACTOR shall integrate service directives and/or service standards adopted by the Sacramento Transitional Grant Area (TGA) HIV Health Services Planning Council into existing program models. If applicable, these directives and/or service standards will be furnished to the CONTRACTOR along with this Agreement. The CONTRACTOR may request an exemption from certain provisions of the Council service directives and/or standards. The COUNTY, as Recipient of the Sacramento Region Transitional Grant Area (TGA), retains discretionary authority to approve or deny requests for any exemption. All

exemption requests, with narrative justification, must be submitted in writing in advance of anticipated need.

- D. In compliance with HRSA HAB Policy Clarification Notice 15-02, CONTRACTOR shall prepare and submit a Continuous Quality Management (CQM) Plan that outlines activities/processes that will be utilized to improve patient care, health outcomes and patient satisfaction. Written CQM reports will be submitted to the COUNTY quarterly.

VII. RECORDS

A. Client Records:

- 1. CONTRACTOR shall maintain adequate client records on each individual client that includes diagnostic studies (when applicable), records of client interviews, progress notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.
- 2. CONTRACTOR will maintain a completed HIV Care Services Intake Form for all non-anonymous clients in each client case file.
- 3. CONTRACTOR will track and report needs of clients, including documentation of any needs that are not provided for by funding under Part A/B of the Ryan White CARE Act.
- 4. CONTRACTOR shall maintain documentation in client case files that funds are not utilized to make payments for any item or service to the extent that payment has been made, with respect to that item or service by any other source of funds. Ryan White Part A- and Part B-funded services are considered "Payer of Last Resort".

B. Financial Records:

CONTRACTOR shall maintain complete financial records that clearly reflect the actual cost and related fees and reimbursements received for each type of service for which payment is claimed. The client eligibility determination and the fees charged to and collected from clients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

VIII. REPORTS

- A. CONTRACTOR shall provide to COUNTY, to the satisfaction of the DIRECTOR, program budget expenditures, an accompanying budget narrative, the units of service with a description and reference to the appropriate Service Code, found in the HIV Care Services Program's Electronic Database (SHARE), describing such service, and planned number of unduplicated persons to be served. Final negotiated program budgets must be submitted to the COUNTY by no later than 15 business days after execution of this Agreement.
- B. CONTRACTOR will comply with all HRSA, State Office of AIDS and Fiscal Agent reporting requirements in a timely manner as specified by the COUNTY, as the Recipient of the Sacramento TGA. COUNTY shall explain procedures for reporting the required information.

IX. EQUIPMENT OWNERSHIP

- A. All equipment and products purchased by CONTRACTOR under this Agreement must be American-made.
- B. COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement.

- C. 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 Sacramento County Identification Number tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

X. STAFF TRAINING AND EDUCATION

CONTRACTOR shall provide and document ongoing HIV/AIDS and Diversity, Equity and Inclusion training to staff, and shall provide documentation for COUNTY inspection upon request. In addition, other specialized and required COUNTY training (i.e., Mandatory Technical Assistance Workshops) shall be provided.

XI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with the 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.

XII. 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 \$1,000,000 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).
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve -month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review, CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.

4. If management letters are issued by a Certified Public Accountant separate from the audit, CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

C. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

XIII. 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 the 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.

XIV. 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. The 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.

XV. ELECTRONIC CAPABILITY

- A. CONTRACTOR shall establish and maintain the ability to send and receive electronic (e-mail) communications with the COUNTY. CONTRACTOR shall provide the COUNTY with current primary contact information, including e-mail addresses.
- B. CONTRACTOR shall submit monthly electronic invoices utilizing MS Word or Excel. All service detail, however, must be submitted through the HIV Care Services Program's Electronic Database (SHARE) to be reimbursed for payment.

XVI. CONTINUUM OF CARE RELATIONSHIPS

- A. CONTRACTOR shall participate in the development of the Continuum of Care, including participation in the development of a Comprehensive Plan for the TGA. This process will also require establishment and maintenance of cooperative working relationships with Sacramento County HIV Care Services funded providers and other service providers within the region's Continuum of Care.

- B. CONTRACTOR shall establish, maintain and document referral relationships with entities in the area served that constitute key points of entry to the health care system for individuals with HIV disease. Within the Sacramento TGA, these key points of entry include, but are not limited to, other HIV Care Services funded providers, County Sexual Health Clinic, local hospital emergency rooms, HIV disease counseling and testing sites, substance abuse and mental health treatment programs, detoxification centers, detention facilities, clinics regarding sexually transmitted diseases, homeless shelters, federally qualified health centers, surrounding public health departments and to other community partners
- C. CONTRACTOR shall conduct outreach efforts to reach low-income HIV+ individuals and inform them of service availability. Special emphasis shall be placed on techniques to reach individuals who know their HIV+ status but are not currently in care.

XVII. ENHANCEMENT OF EMPLOYEE WHISTLEBLOWER PROTECTION

- A. CONTRACTOR agrees to comply with Public Law 114-261, codified at 41 U.S.C. § 4712, which provides that an employee of CONTRACTOR, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information to an official that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant.
- B. CONTRACTOR shall:
 - 1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
 - 2. Inform their employees in writing of employee whistleblower protections under, Public Law 114-261, codified at 41 U.S.C. § 4712, in the predominant native language of the workforce; and
 - 3. Include such requirements in any agreement made with a subcontractor or subgrantee.

XVIII. 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 OF SACRAMENTO GOOD NEIGHBOR POLICY

PREAMBLE

The County is a political subdivision of the State of California, that is mandated by state and federal law to provide certain services to all residents of the County, and that also provides non-mandated, desired or necessary services to enhance the well-being and quality of life for its residents. Such services are provided within the territorial boundaries of all cities within Sacramento County and in the unincorporated areas of the County.

County facilities are generally located in close proximity to the constituent population served, and in areas that are easily accessible to public transportation. The siting of facilities is ultimately a County responsibility. The County requires its departments to have conducted reasonable outreach to affected neighborhoods in siting County facilities. The County takes into consideration a whole range of factors, including location of clients served, proximity of other related services needed by clientele, and any neighborhood revitalization plans and adoption siting policies of cities. The County will solicit the affected city's input and recommendation as to location but retains the ultimate decision as to the parameters of the search area and determination of the most appropriate sites.

As a general rule, the County does not do site searches for programs, services or facilities operated by non-County entities that may receive County funding but requires contractors to have conducted reasonable outreach to affected neighborhoods. The County contracts for services but does not dictate the location of the facility. All businesses within the incorporated and unincorporated areas of the County must be in good standing with whatever city or County zoning laws apply in order to receive funding. The County of Sacramento is committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures in order to minimize the impact of such facilities on those neighborhoods and communities. Through its placement and management of facilities and its provision of appropriate services, the County endeavors to enhance revitalizing and strengthening of neighborhoods and communities.

This policy is focused on those County-owned and County-leased facilities and those service providers under contract with the County where programs provide direct service to County constituents that have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating, and security risks to neighborhoods and program participants.

Generalized good neighbor policies that prohibit loitering, require litter control services, mandate removal of graffiti, provide for adequate parking and restroom amenities, require landscape and facility maintenance consistent with the neighborhood and require identification of a contact person for complaint resolution have general application to all County facilities and programs.

Good neighbor policies will also address specific and individualized impacts of proposed facilities and services based on actual circumstances, which must be determined through a case-by-case analysis.

GOOD NEIGHBOR POLICIES

This policy applies only to County-owned and leased facilities and those service providers under contract with the County if the facility programs and projects provide direct services to County constituents. In addition these service facilities must have a potential impact on neighborhoods and communities through increased traffic, noise, trash, parking, people congregating, and security risks to both neighborhoods and program participants.

The County requires, with regard to the actual location of a particular facility or service that all applicable zoning laws have been complied with. The focus of this good neighbor policy does not include the propriety of the location of a facility or program in a properly zoned neighborhood or community. While location is a consideration and input from cities, neighborhoods and communities will be sought, the ultimate decision as to location rests with the County.

Once a facility is sited and in compliance with zoning laws, the intent of this policy is to identify physical impacts and measures to mitigate those impacts so as to be an integral part of the neighborhood and community the County serves.

- Provision A. Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.
- Provision B. Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.
- Provision C. Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.
- Provision D. Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.
- Provision E. Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.
- Provision F. Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.
- Provision G. Establish generalized good neighbor practices for high impact facilities, services and projects that include:
- Provision of adequate parking
 - Provision of adequate waiting and visiting areas
 - Provision of adequate restroom facilities
 - Provision for litter control services
 - Provision for removal of graffiti
 - Provision for control of loitering and management of crowds

- Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
- Provision for identification of a contact person for complaint resolution
- Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
- Provision to participate in area crime prevention and nuisance abatement efforts.

- Provision H. Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.
- Provision I. Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.
- Provision J. Establish a central point of contact, within the County, for resolving non-compliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trends analysis.
- Provision K. Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of the application of the Good Neighbor Policy.
- Provision L. Continued non-compliance by contractor to this policy and its provisions may result in contract termination and ineligibility for additional or future contracts.

ATTACHMENT 4

RFP No. SCPH/102 PROPOSER QUESTIONS FORM

Instructions for completion and submission:

1. Attachment 4: RFP No. SCPH/102 Proposer Questions Form is a Portable Document Format (PDF) document with fillable fields. Organization representatives registered for the Mandatory Proposers' Conference will be emailed the Attachment 4: RFP No. SCPH/102 RFP Proposer Questions Form.
2. Proposer questions must be submitted on this RFP No. SCPH/102 Proposer Questions Form. The completed form must be attached to the sender's email and emailed to DHS-PUB-SCPH102RFP@saccounty.gov by the date shown in the RFP timeline. **Email subject line must read, "RFP No. SCPH/102 Proposer Questions Form"**.
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes will not be accepted.
4. Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP 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 organization representatives who attended the Mandatory Proposers' Conference. At the sole discretion of Public Health, 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:	

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