

APPROVED
BOARD OF SUPERVISORS
By RESO# 2015-0907
DEC 08 2015
By *Florence Evans*
Clerk of the Board

10

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2015

To: Board of Supervisors

From: Department of Health and Human Services

Subject: Authorization To Execute A Multi-Year Expenditure Contract With Employee Health Systems Medical Group, Inc. (EHS) For Specialty Healthcare Services

Supervisory Districts: All

Contact: Sherri Z. Heller, Director, Health and Human Services, 875-2002
Sandy Damiano, Deputy Director, Primary Health Services, 876-7179

Overview

The Department of Health and Human Services (DHHS) requests authority to execute a multi-year expenditure contract with Employee Health Systems Medical Group, Inc. (EHS) to provide specialty healthcare services to patients in the Healthy Partners program. Healthy Partners is the name of the new limited benefit healthcare program for low income adults meeting eligibility criteria and who do not qualify for Medi-Cal.

Recommendation

Adopt the attached Resolution(s) authorizing the Director of DHHS, or her designee, to execute a contract with EHS for the term beginning on the date of Board approval, and ending June 30, 2017 for an amount not to exceed \$5,000,000, and to further amend this contract for non-monetary changes, monetary decreases, to terminate or to assign this contract and to monetarily increase the total contract amount by no more than 10% of the total value of the contract or \$25,000, whichever is less.

Measures/Evaluation

The vendor contract will require reporting on service utilization and specialty types for enrolled members.

Fiscal Impact

This multi-year agreement has a planned amount of \$2,500,000 in Fiscal Year 2015-16 and is funded with General Fund (\$1.5M) and Health Realignment (\$1M). The necessary appropriations and revenues are included in the Medical Treatment Account Fiscal Year 2015-16 Adopted Budget.

If funding is not available in Fiscal Year 2016-17 to maintain this contract at the planned amount of \$2,500,000, the contract will be reduced.

BACKGROUND

On June 10, 2015, the Board of Supervisors approved funding for a new healthcare program providing services to low-income County residents who are not eligible for full scope Medi-Cal or other healthcare programs regardless of their immigration status. Planning has been ongoing since the Board decision, with an anticipated start date in early 2016.

Comprehensive primary and preventative care will be provided by the Sacramento County Health Center located at the Primary Care Center. Pharmacy will be provided through low-cost retail and through a limited formulary. Radiology will be provided onsite for simple films. Specialty healthcare will be delivered through the Health Center, through the SPIRIT program, (donated services), and through EHS, in that order and as available. This will assist with the limited funding available. All enrollees will be required to have restricted-scope Medi-Cal for emergency services. Due to funding limitations, inpatient surgeries and some specialties / services will not be covered.

DISCUSSION

DHHS requests authority to contract with EHS for the provision of specialty health care services to Healthy Partners enrollees.

DHHS issued Letter of Intent/Statement of Qualifications # PH/024 (LOI/SOQ) on June 29, 2015. The LOI/SOQ was advertised in the Sacramento Bee on the same date.

After evaluating all the responses to the LOI/SOQ, DHHS prepared and released Request for Proposal # PH/025 (RFP) on September 8, 2015. Responses were evaluated from October 6, 2015 to October 17. The award notice was emailed to EHS on October 21, 2015. No protests were received.

All decision makers, evaluation team members, and the person signing the contract have read, understand and documented that they will comply with the County procurement code of ethics and all required forms are in the RFP/contract file and/or personnel file.

MEASURES/EVALUATION

The vendor will be required to report on service utilization and specialty types for enrolled members

71-J ANALYSIS

This contract has been reviewed by County Counsel, who has determined that it is not subject to 71-J because the affected County classifications are exempt from civil service.

FINANCIAL ANALYSIS

This multi-year agreement has a planned amount of \$2,500,000 in Fiscal Year 2015-16 and is funded with General Fund (\$1.5M) and Health Realignment (\$1M). The necessary appropriations and revenues are included in the Medical Treatment Account Fiscal Year 2015-16 Adopted Budget.

Authorization To Execute A Multi-Year Expenditure Contract With Employee Health Systems
Medical Group, Inc. (EHS) For Specialty Healthcare Services
Page 3

If funding is not available in Fiscal Year 2016-17 to maintain the proposed contract at the planned amount of \$2,500,000, the contract will be reduced.

Respectfully submitted,

APPROVED:
BRADLEY J. HUDSON
County Executive

SHERRI Z. HELLER, Director
Department of Health and Human Services

By: _____
PAUL G. LAKE
Chief Deputy County Executive

Attachments:
Resolution

- 1 - Request for Letters of Interest and Statement of Qualifications (LOI/SOQ) For Health Plans or Independent Provider Associations (IPAs) Public Notice (#PH/024)
- 2 - Bee Advertisement – LOI/SOQ
- 3 - Request for Proposals (RFP) No. PH/025
Medical Specialty Services for Authorized Sacramento County Residents

RESOLUTION NO. 2015-0907

AUTHORIZATION TO EXECUTE A MULTI-YEAR EXPENDITURE CONTRACT WITH EMPLOYEE HEALTH SYSTEMS MEDICAL GROUP, INC. (EHS) FOR SPECIALTY HEALTHCARE SERVICES

BE IT RESOLVED that the Director of the Department of Health and Human Services, or her designee, be and is hereby authorized to execute a multi-year expenditure contract on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with Employee Health Systems Medical Group, Inc., for the term beginning on the date of Board approval, and ending June 30, 2017 for an amount not to exceed \$5,000,000 and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the Director of the Department of Health and Human Services, or her designee, is authorized to further amend this contract for non-monetary changes, monetary decreases, to terminate or to assign this contract, and to monetarily increase the total contract amount by no more than 10% of the total value of the contract or \$25,000, whichever is less.

On a motion by Supervisor MacGlashan, seconded by Supervisor Kennedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2015, by the following vote, to wit:

AYES: Supervisors, Kennedy, MacGlashan, Nottoli, Peters, Serna

NOES: Supervisors, None

ABSENT: Supervisors, None

ABSTAIN: Supervisors, None

RECUSAL: Supervisors, None

(PER POLITICAL REFORM ACT (§ 18702.5.))



[Signature]
Chair of the Board of Supervisors
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 12-8-15

ATTEST: *[Signature]*
Clerk, Board of Supervisors

By: *[Signature]*
Deputy Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS

DEC 08 2015

BY *[Signature]*
CLERK OF THE BOARD



**Request for Letters of Interest and Statement of Qualifications (LOI/SOQ)
For Health Plans or Independent Provider Associations (IPAs)
Public Notice (#PH/024)**

Department of Health & Human Services (DHHS) Primary Health Services Division invites entities meeting minimum qualifications to submit a Letter of Interest and Statement of Qualifications (refer and utilize attached form) to provide specialty healthcare services for a new program. This will include authorization, claims payment, and reporting.

DHHS Primary Health Services will establish health services for adults meeting age and income eligibility criteria regardless of citizenship, who are residents of Sacramento County, and do not qualify for other healthcare coverage programs. Estimated enrollment for the initial year is approximately 3,000 patients.

Entities responding must meet at least one of the following requirements:

1. Health Plans contracted by the State of California Department of Healthcare Services for the Sacramento County Geographic Managed Care (GMC) Medi-Cal Managed Care.
2. Health Plans contracted with government entities serving low income, ethnically diverse populations that would like to provide services in Sacramento County. These plans must demonstrate prior experience with Medi-Cal Managed Care or County Indigent Health programs in California.
3. Independent Provider Associations (IPAs) that serve Medi-Cal Managed Care enrollees in Sacramento County.

Submittal Contents (must use the attached form)

The submittal is non-binding. Submission is required to respond to the Request for Proposals that may follow this Letter of Interest and Statement of Qualifications.

1. Agency's legal name;
2. Signed by the individual authorized to commit your agency contractually. Include that individual's name, title, address, phone and email address;
3. Must include a statement that your agency is interested in providing services for this new program;
4. Include primary contact's name, title, address, phone and email address;
5. Complete additional information section on the LOI/SOQ Form; and
6. Fully complete the attached form and submit with signature and date.

Informational Meeting – Optional Non-Mandatory

Will be held to provide an overview of the new program for interested entities meeting the minimum requirements. This is a unique program and opportunity to serve adults who regardless of citizenship are residents of our county and make a difference in decreasing the number of uninsured residents in our community. This new County program operates in partnership with entities such as the Hospital Systems, Sierra Sacramento Medical Society, and UCD Internal Medicine. Some specialty services will be leveraged from those partners (surgical and outpatient).

July 22, 2015 / 3 – 4:30 PM

DHHS Administration / Conference Room 501
7001-A East Parkway, Sacramento, CA 95823

RSVP to: Marcia Jo, Health Program Manager, at jom@saccounty.net

Resource Information: <http://www.dhhs.saccounty.net/PRI/Pages/GI-Planning-for-the-Uninsured.aspx>

Submittal Deadline: Letters of Interest and Statement of Qualifications Forms must be received via electronic mail no later than 5:00 PM on July 29, 2015 to Marcia Jo at jom@saccounty.net.

The County of Sacramento reserves the right to:

1. Reject any or all responses to this Letter of Interest and Statement of Qualifications (LOI/SOQ) if the respondent does not meet the submission criteria.
2. Determine which responses to this LOI/SOQ shall be accepted as meeting the criteria/requirements as stated.
3. Cancel this LOI/SOQ or any part of it.
4. If cancelled, reissue this LOI/SOQ.
5. To select one or more organizations.
6. Determine the amount of resources allocated to respondent(s).
7. To issue a Request for Proposals (RFP) if there is more than one qualified respondent.
8. Only those organizations that have successfully responded to this LOI/SOQ request will be considered eligible to participate in a future RFP process if necessary.
9. If issued, this LOI/SOQ Public Notice will be the only advertisement for the RFP.
10. Cancel the RFP if issued.
11. If necessary, reissue the cancelled RFP to only those organizations that were not rejected in the LOI/SOQ process.

For LOI/SOQ Form, see page 3 of this document.

LETTER OF INTEREST AND STATEMENT OF QUALIFICATIONS FORM: For Health Plans or Independent Provider Associations (IPAs) (#PH/024)	
Legal Entity Name	
Name of authorized contracting official and title	
Address	
Telephone	
Email Address	
Provide a statement of your interest in providing specialty services for this new program.	
Signature and date of authorized official who can commit your organization contractually.	
Primary Contact Information	
Contact Person/title	
Address	
Telephone	
Email Address	
Requirement	Required Additional Information
Sacramento County Geographic Managed Care Medi-Cal Health Plan – Yes or No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Medi-Cal or Indigent Health programs operating in another County that intend to operate in Sacramento. Yes or No	<input type="checkbox"/> Yes <input type="checkbox"/> No
List counties and type of Managed Care Model.	List of other counties and Managed Care Model:
Sacramento County Independent Providers Association (IPA) – Yes or No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of Medi-Cal managed care enrollees.	Number of Medi-Cal managed care enrollees:

Instructions:

- Fully complete this LOI/SOQ Form as described.
- Submit LOI/SOQ Form via email to Marcia Jo, Health Program Manager, no later than 5:00 pm on July 29, 2015.
- Must submit electronically. Do not mail or fax responses.

IMPORTANT: Letters of Interest and Statement of Qualifications Forms must be submitted in accordance with all of the instructions.

THE SACRAMENTO BEE

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ANYWHERE. ANYTIME. ANY DEVICE.



Customer
SACRAMENTO CO DHHS

Payer Customer
SACRAMENTO CO DHHS

Customer Account
339318

Payer Account
339318

Customer Address
7001-A EAST PARKWAY, STE 550, .
SACRAMENTO CA 95823 USA

Payer Address
7001-A EAST PARKWAY, STE 550, .
SACRAMENTO CA 95823 USA

Customer Phone
916-876-5218

Payer Phone
916-876-5218

Sales Rep.
norvis@sacbee.com

Order Taker
norvis@sacbee.com

NO 544 PUBLIC NOTICE
COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)
PRIMARY HEALTH SERVICES DIVISION
LETTER OF INTEREST & STATEMENT OF QUALIFICATIONS
(LOI/SOQ) # PH/024

Sacramento County is seeking LOI/SOQ from Medi-Cal Managed Care Health Plans or Independent Provider Associations (IPA) for the provision of specialty services for a new healthcare program serving low income adults regardless of citizenship.

The complete LOI/SOQ and how to respond is available on the DHHS website at <http://www.sacdhs.com>. Click on Business & Partnering with Health & Human Services, and then Contractor Bidding Opportunities.

If you are unable to access the above website, please contact Marcia Jo at 875-5911.

Responses to the LOI/SOQ must be received via email or no later than 5:00 pm, July 29, 2015.

If it is determined that a Request for Proposals (RFP) is necessary, this Public Notice will be the only notice/advertisement for that RFP and only those organizations that successfully responded to this LOI/SOQ will be invited to participate in that RFP.

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>
	Credit Card - Visa	
<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
0	0	0

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>
<u>Payment Amt</u>	<u>Amount Due</u>	

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>
0001814095-01	2.0 X 29 LI	<NONE>

<u>Product Information</u>	<u># Inserts</u>	<u>Cost</u>
Placement/Classification		
Position		
Run Dates		
Run Schedule Invoice Text		

SAC-The Sacramento Bee:Print:	1	
0300 - Legals Classified		
0301-Legals & Public Notices		
6/29/2015		
no 544 PUBLIC NOTICE COUNTY OF SACRAMENTO DEPARTMEI		
SAC-upsell.sacbee.com:Online:	1	
0300 - Legals Classified		
0301-Legals & Public Notices.		
6/29/2015		
no 544 PUBLIC NOTICE COUNTY OF SACRAMENTO DEPARTMEI		



**County of Sacramento
Department of Health and Human Services (DHHS),
Primary Health Services (PHS) Division
REQUEST FOR PROPOSALS (RFP) No. PH/025**

**MEDICAL SPECIALTY SERVICES FOR AUTHORIZED
SACRAMENTO COUNTY RESIDENTS**

MANDATORY PROPOSERS MEETING

on September 17, 2015 1:00 pm

Primary Health Services
7001-A East Parkway, Conference Room 501
Sacramento, CA 95823

Proposals will only be accepted from organizations that meet the following:

- Successfully responded to the Letter of Interest/Statement of Qualifications (LOI/SOA) # PH 024
- Meet the screening and eligibility requirements of this RFP
- Have a representative at the Mandatory Proposers Meeting.

Note: This mandatory meeting will be the only opportunity to ask questions regarding this RFP process.

Proposals must be received at the following address no later than 5:00 pm

on October 5, 2015

Primary Health Services
Attn: Sandy Damiano
7001-A East Parkway, Suite 550
Sacramento, CA 95823

- Late proposals will not be accepted
- Postmarks will not be accepted as meeting the deadline requirement
- Faxed or emailed submissions will not be accepted
- Delivery to any other office will not be accepted
- All times are Pacific Standard Time

RFP Timeline

Date	Activity	Location
September 8, 2015	Request for Proposal (RFP) released to organizations that successfully responded to the LOI/SOQ # PH/024	RFP will be emailed to eligible organizations
September 17, 2015 at 1:00 pm	<p style="text-align: center;">Mandatory Proposers Meeting</p> <ul style="list-style-type: none"> • All questions regarding this RFP must be asked at this meeting. • If a representative is not in attendance at this meeting your application will be screened out and not evaluated. 	Primary Health Services 7001-A East Parkway, Conference Room 501 Sacramento, CA 95823
October 5, 2015 5:00 pm	<p style="text-align: center;">PROPOSAL DEADLINE</p> <p style="text-align: center;">Final date & time for receipt of written proposal</p>	Primary Health Services Attn: Sandy Damiano 7001-A East Parkway, Suite 550 Sacramento, CA 95823
October 6, 2015 through October 13, 2015	Opening, screening of proposals and financial review	
October 7, 2015	Notice of insurance deficiencies emailed to Proposer	
October 13, 2015 5:00 pm	Final date to submit corrections of all deficiencies in insurance documentation	Primary Health Services Attn: Sandy Damiano 7001-A East Parkway, Suite 550 Sacramento, CA 95823 Or email them to: DamianoSa@saccounty.net
October 14, 2015	Notice of screening and/or financial review disqualification emailed	
October 21, 2015	Notice of Proposed Award emailed	
October 28, 2015 5:00 pm	Deadline to submit protest of proposed Award	Final Date and Time for Receipt of <u>emailed</u> protest at: HHS-Director@saccounty.net Include "Protest – RFP No. PH/025" in the email subject line
November 5, 2015 5:00 pm	Response to protest of proposed Award emailed	

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SECTION 1. INTRODUCTION

A. PURPOSE

The Sacramento County Department of Health and Human Services (DHHS) Primary Health Services Division requests proposals from qualified entities to enter into a contract to provide medical specialty services to authorized Sacramento County residents. *Only those vendors who submitted a Letter of Interest/Statement of Qualifications may apply.*

B. BACKGROUND

The Sacramento County Board of Supervisors held a workshop on healthcare services for undocumented residents on March 18, 2015. This workshop was in response to public comment from the June 2014 Proposed Budget Hearings. After the workshop, a “receive and file” communication memorandum (June 9, 2015) was sent to the Board of Supervisors with a status update and a recommendation. In June 2015, the Board of Supervisors approved a healthcare program for undocumented adult residents meeting certain eligibility criteria. The following is a brief description:

Eligibility and enrollment will be completed by Sacramento County for an estimated 3,000 enrollees in the initial year.

- Adults (19 – 64 years of age) up to 138% of the Federal Poverty Level (FPL); may need to set a threshold lower depending on funding;
- Sacramento County resident;
- Last resort program – does not cover any services provided by any State or Federal healthcare programs. Utilizes Medi-Cal application process. This means enrollees do not meet requirements for full-scope Medi-Cal or other healthcare coverage programs. Enrollees will have emergency Medi-Cal.

Primary Care will be provided by the County Integrated Behavioral Health (IBH) Primary Care Medical Home. Comprehensive primary care and simple radiology will be provided. There is no patient share of cost or co-pay for enrolled patients for primary care.

Specialty services will be limited and be provided in two ways: (1) Donated specialty services through a partnership with the hospital systems, the Medical Society, and the County. These services will either be through a new Specialty Clinic located at the County’s Primary Care Center, in physicians’ offices, through telephone consultations with specialists, or at hospitals/surgery centers. (2) The contracted vendor will provide limited specialty and diagnostic services.

Pharmacy services will largely be provided through low cost retail. Patients will be responsible for medications prescribed through low cost retail. A County formulary will be utilized for other medication deemed essential. There will not be a cost for medications or supplies prescribed from the County formulary associated with this program.

Patient assistance will focus on the following areas: Eligibility process, education (about use of healthcare services), navigation, assistance for scheduled appointments, and follow-up.

Metrics will be developed and used to monitor indicators such as enrollment, service utilization, expenditures, and beneficiary satisfaction.

C. PROPOSED SERVICES FOR CONTRACTED VENDOR

Proposed services include the following:

- Service delivery of proposed limited diagnostic or specialty services
- Claims payment to Specialists
- Service and expenditure tracking and reporting
- Submission of encounter and utilization data by type

The contracted scope of service will identify services as well as exclusions, working relationship between County and vendor, referral paths, and points of contact.

D. ELIGIBILITY TO APPLY

Those entities that meet all of the following criteria are eligible to submit a proposal in response to this RFP:

1. Proposers must have submitted a Letter of Interest / Statement of Qualifications (Public Health Notice #PH/024) which was due 07/29/15.
2. Must be represented at the mandatory proposers conference for this proposal.
3. Your proposal should include a standard certificate of insurance showing current coverages (see Exhibit C, Insurance Requirements).

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; however, you must submit one of the following:

- (1) Written evidence, which must be in the form of a letter from your insurance broker or agent on that agent's letterhead, that you will be able to have the required insurance coverages in place before a contract is signed and services commence.
- (2) A letter on Proposers letterhead shall be submitted outlining Proposers self-insurance program if self-insured.

Any submitted insurance documentation is subject to Sacramento County Risk Management's final approval.

4. Must provide independently audited financial statements as defined in Section 6 of this RFP.
5. Must be in compliance with all requirements for this RFP.
6. Must submit all the required documentation according to Exhibit A.
7. Utilize County contract templates as an initial starting point in the contracting process.
8. Agree that dispute language does not include binding arbitration.
9. Demonstrate knowledge that the County is subject to the Public Records Act.
10. Respond to all County requests for additional documentation.

E. TOTAL AVAILABLE FUNDS

The County will limit the initial agreement to \$2.5 million per year or less for identified diagnostic or specialty services. This amount must include all expenditures – healthcare services, diagnostics, and administration. Rates for specialty services will be Medi-Cal Fee for Service (FFS) **OR** a percentage of Medi-Cal that is approved by the COUNTY.

The entity selected will be required to enter into an initial two year County contract setting forth the requirements of this RFP commencing approximately in the beginning of 2016. The County reserves the option to extend the contract and this competitive process for an additional five (5) years if mutually agreed to by both parties, and at the discretion of the County Board of Supervisors

Contract continuation and renewal is contingent upon satisfactory performance of contract services and funding availability.

SECTION 2. ADMINISTRATIVE RULES & RIGHTS OF THE COUNTY

A. 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 email addenda or supplements to proposers who responded to this RFP and LOI/SOQ #PH/024.
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 enter into 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 associated contract 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.
7. If Proposer claims that any submitted information is proprietary or confidential in nature the County will follow the below guidelines:
 - a. Proposer must claim proprietary/confidential rights in the contents of proprietary data as a basis for preventing disclosure of the contents thereof to others. Any document not so designated will be considered public record and open to inspection by the public once the RFP process is completed.
 - b. Upon receipt of a Public Records Act request County shall immediately notify proposer of such request, and the deadline by which proposer must respond. Proposer shall notify County of its plan to file a motion or protective order to keep the proprietary data confidential. In the event proposer does not respond by the deadline, County shall respond to the Public Records Act request as required by law.
 - c. County shall retain proposers proprietary data for seven (7) years after the end date of the last contract resulting from this RFP. After the seven (7) year period, the County shall destroy proposers proprietary data.

B. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make an award of a contract for all the services offered in a proposal or for any portion thereof.
2. Reject any or all proposals received in response to this RFP, or to cancel this RFP or any part of it, if it is deemed in the best interest of the County to do so.
3. To reissue a cancelled RFP.
4. To reissue a cancelled RFP to only those entities that successfully responded to original LOI/SOQ.
5. Negotiate, make changes, or terminate a contract due to program changes or issues and resource or funding constraints.
6. Negotiate changes to proposals and/or proposal submissions.
7. If a competitor that is selected through this RFP fails to accept the negotiated terms of the County of Sacramento contract and associated requirements and documents, the County may enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP.
8. Authorize renewal of contract based on the success of the contractor in meeting the program outcomes and funding availability.
9. Require information in addition to the proposal for further evaluation or clarification, if necessary.
10. Make the final determination whether the proposers audited financial statements meet the RFP requirements regarding financial stability, responsibility and review of internal controls.
11. Interview one or all of the proposers.
12. Issue addendums or supplements as needed.

SECTION 3. SCREENING CRITERIA

A. SCREENING CRITERIA

Proposals that comply with the eligibility criteria and meet all of the screening requirements shall be submitted to an Evaluation Team.

1. All proposals from agencies with a representative at the mandatory proposers 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 and content/minimum screening requirements:

- (1) Exhibit A, the Proposal Package Checklist must be completed with all required documents submitted. Exhibit A will be used as page 1 of your RFP response packet.
- (2) Exhibit B, the RFP Cover Letter, Proposers Statement and Certification of Intent to meet RFP Requirements will be page 2 of your RFP response packet.
- (3) All the narrative responses
- (4) Note other areas throughout this document for additional formatting, content and requirements.

- b. Your proposal should include a standard certificate of insurance showing current coverages (see Exhibit C, Insurance Requirements).

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; however, you must submit one of the following:

- (1) Written evidence, which must be in the form of a letter from your insurance broker or agent on that firm's letterhead, that you will be able to have the required insurance coverages in place before a contract is signed and services commence.
- (2) A letter on Proposers letterhead shall be submitted outlining Proposers self-insurance program if self-insured.

Any submitted insurance documentation is subject to Sacramento County Risk Management's final approval.

If County finds a deficiency with the proposers insurance submission, proposer will have until the date shown in the RFP Timeline to submit any further corrected insurance documentation to the County. Proposers will be notified via email regarding any deficiencies in the insurance submission.

- c. The financial statements as described in Section 6 of this RFP will be reviewed by an Accounting Manager. The Accounting Manager will prepare a written summary of the results of his or her review and provide it to the Deputy Director of Administration. The Deputy Director of Administration will consult with the appropriate staff and will decide if the proposer demonstrates financial stability.

2. Number all pages of your proposal to facilitate communication between the reviewers (page numbers may be handwritten).

3. Failure to furnish all information required in this RFP or to follow the proposal format and content and screening requirements as requested shall disqualify the proposal and the proposal may be screened out of the rating process. Proposers will be notified of disqualification by the date shown in the RFP timeline.
4. Portions of responses that exceed the maximum page allowance will not be reviewed by the Evaluation Team.

Also, see Section 4, Narrative Instructions for maximum page limits for Responses.

SECTION 4. WRITTEN NARRATIVE AND SCORING PROCESS

A. WRITTEN NARRATIVE QUESTIONS

NARRATIVE INSTRUCTIONS:

1. Begin a new page with each question.
2. State the question prior to providing your answer.
3. The maximum page requirements include statement of the question.
4. Proposals that meet the rating criteria noted in the question will earn a minimum number of points. Additional points are earned through applicant's inclusion of specific detail, and/or descriptions that significantly exceed the satisfactory response as stated and/or through descriptive evidence of experience. Please note page limitations, points and weighting for each question as follows.

Area	Questions to be answered:	Maximum Pages	Maximum Points	Weight
1. Preparation	Describe the steps your entity would take to prepare your organization and/or providers to deliver identified specialty services for this program.	3	5	20%
2. Specialty Services	Describe your contracting network that will be available to this program. Please note which specialties may pose significant challenges. <i>Note: The list of specialties will be finalized prior to contracting and will have restrictions.</i>	2	5	20%
3. Letters of Agreement	Does your organization utilize Letters of Agreement (LOA) for specialty services outside of the contracted network? For which specialties?	1	5	2%
4. Enhancing Specialty Access	Describe programs or interventions completed within the past 12 months to bolster your specialty access.	2	5	5%
5. Collaborations	Briefly describe your involvement in a current collaboration involving multiple parties and your role.	1	5	3%
6. Measuring and Reporting	Describe your proposed process for measuring and reporting specialty access. Specify if this is your current practice.	2	5	5%
7. Approach to Rates	Describe your approach to rates for proposed healthcare services to this population.	2	5	10%
8. Administrative Rates	What is your proposed administrative rate?	1	5	10%
9. Expenditure Tracking	Since this program is not an entitlement, the funding is capped for the initial year at \$2.5M (healthcare and administrative costs). Describe how you will track expenditures, report to County, and how you will stay within the target.	2	5	20%
10. Legal, Sanctions or Corrective Actions	List and briefly describe any legal issues, sanctions or corrective action required regarding your network, access or claims payment within the past 12 months.	2	5	5%
TOTAL PAGES / UNWEIGHTED POINTS / TOTAL WEIGHT		18	50	100%

B. EVALUATION CRITERIA

1	PREPARATION
	Will be rated on description and inclusion of administrative components and timeline that are necessary to deliver services and go live.
2	SPECIALTY SERVICES
	Description of contracted network available for this program.
	Identification of specialty services that pose challenges.
	Methods to work with specialty services that are challenging.
3	LETTER OF AGREEMENT (LOA)
	Current use of LOA outside of the contracted network.
	Specialties requiring LOA during the last 12 months.
4	ENHANCING SPECIALTY ACCESS
	Description of methods used to enhance specialty services.
	Description of outcomes associated with the methods.
5	COLLABORATION
	Description of current collaboration efforts noting each party and role.
	Description of objective and outcome.
6	MEASURING AND REPORTING
	Description of the process for measuring to access to specialty care.
	Description of the elements proposed for county reporting.
7	APPROACH TO RATES
	Description of the approach to rates for proposed healthcare services to this program.
	Description of rationale for rate approach.
8	ADMINISTRATIVE
	Administrative rate is clear.
	Activities associated with the administrative rate are clearly expressed.
9	EXPENDITURE TRACKING
	Description of expenditure tracking.
	Description of method to stay within allotted target.
10	LEGAL, SANCTIONS OR CORRECTIVE ACTION
	Clear and succinct description of any legal issues or sanctions.
	Corrective action required and completed.
	Issues remaining as a result of legal issue or sanction.

C. WEIGHT PER NARRATIVE QUESTION

The following weight system will be utilized in the Evaluation Process:

Weight Per Narrative Question

1. Preparation – Weight: 20%
2. Specialty Services – Weight: 20%
3. Letters of Agreement – Weight: 2%
4. Enhancing Specialty Access – Weight: 5%
5. Collaborations – Weight: 3%
6. Measuring and Reporting – Weight: 5%
7. Approach to Rates – Weight: 10%
8. Administrative Rates – Weight: 10%
9. Expenditure Tracking – Weight: 20%
10. Legal, Sanctions or Corrective Actions – Weight: 5%

D. POINT SYSTEM

1. The proposals meeting the screening requirements will be reviewed and scored as noted below.
2. The following point system in conjunction with the written criteria rating description will be utilized in a comparative manner by the evaluation team.

POINT SYSTEM	
No response (0 points)	<ul style="list-style-type: none"> Failed to respond to the question.
Inadequate (1 point)	<ul style="list-style-type: none"> Simply restates the question and/or provides little or no additional substance/detail
Fair (2 points)	<ul style="list-style-type: none"> Provides some of the requisite information but the answer lacks clarity and specifics Does not clearly demonstrate that the proposer meets the criteria.
Adequate (3 points)	<ul style="list-style-type: none"> Provides all of the requisite information. Clearly demonstrates that the proposer meets the criteria
Good (4 points)	<ul style="list-style-type: none"> Provides all of the requisite information. Clearly and convincingly demonstrates that the proposer meets the criteria Very persuasive, convincing, and a strong presentation of the proposers qualifications and effectiveness.
Excellent (5 points)	<ul style="list-style-type: none"> Provides all of the requisite information. Clearly and convincingly demonstrates that the proposer meets the requirement(s). Exceptionally persuasive, convincing, and a strong presentation of the Proposers qualifications and effectiveness.

SECTION 5. SUBMISSION REQUIREMENTS AND OTHER REQUIRED PROVISIONS

A. PROPOSAL FORMAT, CONTENT AND SUBMISSION REQUIREMENTS

1. Carefully read this entire RFP for content and format requirements.
2. All responses must be on single sided standard 8 ½” by 11” white paper.
3. All proposals must meet the content requirements and be submitted in the order specified in the Proposal Package Checklist (see Exhibit A).
4. The proposal must be submitted in the legal entity name of the proposer which matches the name on the financial statements and that legal entity shall be party to the contract. Proposals must bear the original signature of an authorized agent of the legal entity. **Signature facsimile stamps will not be accepted.**
5. An original proposal with all original signatures (as required – see Exhibit A, Proposal Package Checklist) of the proposer must be enclosed in a sealed envelope or box bearing the clearly visible name and address of the proposer and plainly marked:

**SEALED BID
PROPOSAL FOR SACRAMENTO DHHS**

**MEDICAL SPECIALTY SERVICES
FOR AUTHORIZED SACRAMENTO COUNTY RESIDENTS**

Bids that are not sealed will not be accepted.

6. Proposals must be received either by mail or by personal delivery to:

Primary Health Services
Attn: Sandy Damiano
7001-A East Parkway, Suite 550
Sacramento, CA 95823

7. Proposals not received by 5:00 pm on the date shown in the RFP timeline at the above address will be rejected. Proposals received by any other office will not be accepted. It is the responsibility of the proposer to submit the proposal by the time and date to the address specified above.
8. Faxed or emailed submissions will not be accepted.
9. A postmark will not be accepted as meeting the deadline requirement.
10. The DHHS may reject any proposals not meeting ALL RFP requirements.

B. NOTICE OF CONTRACT AND COMMENCEMENT OF WORK

1. The DHHS Director is expected to recommend the highest rated proposal for contract to the Board of Supervisors. However, the Director may recommend a contractor that is not the highest rated and provide justification for her recommendation to the Board of Supervisors.
2. Notice of the award recommendation for the contract will be emailed to all proposers by **the date shown in the RFP timeline**.
3. Recommendations for a contract are contingent on successful resolution of any protests, which would otherwise restrict or limit such a contract.
4. The contract shall not be executed until after DHHS has obtained Sacramento County Board of Supervisors approval for the contract.
5. The successful proposer must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing evidence of required insurance coverages. Failure to conform to insurance coverage requirements or any other County contract 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.
6. The successful proposer will not begin work under any successfully negotiated contract until such time as the contract has been signed by the proposed contractor and Sacramento County.

C. OPPORTUNITY TO PROTEST

1. Any proposer wishing to protest disqualification in the screening process or the proposed contract recommendation must submit an emailed protest (see RFP Timeline for email address). Protests must clearly explain the failure of the County to follow the rules of the RFP as discussed throughout this RFP document. Submit such an email **by the date shown in the RFP timeline**. Include title of the RFP in the subject line. **Late protests will not be considered**. 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 and content/minimum screening requirements which proposals shall follow and elements they shall contain and/or criteria to be used in screening, the written evaluation process, 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 for a contract were not made in the following manner:
 - 1) All proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or
 - 2) All proposals meeting the screening requirements were submitted to the written process Evaluation Team, which evaluated the proposals using the criteria specified in the RFP, and/or
 - 3) The proposer judged best qualified by the Evaluation Team was recommended to the Director of DHHS for contract award; and/or
 - 4) The County correctly applied the criteria for reviewing the content and format requirements or evaluating the proposals as specified in the RFP.

- c. Protest must be received at the above email address **by the date shown in the RFP timeline**. Postmarks will not be accepted as meeting the deadline requirement. Faxes will not be accepted. Oral protests will not be accepted. It is the proposers responsibility to ensure receipt to the above email address by the date, time and place specified above and in the timetable. Protests will not be accepted after the deadline specified. Protest must clearly explain the failure of the County to follow the rules of the RFP as discussed above.
2. All protests shall be investigated by the Director of DHHS, or her designee, who shall make a finding regarding any protest **by the date shown in the RFP timeline**.

SECTION 6. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following items 1 through 5 in the order specified below: (See referenced exhibits for other instructions.) Failure to provide the following and agree where required will be grounds for disqualification and the proposal will be screened out of the rating process.

A. ITEMS

1. **Proposal Package Checklist**

See Exhibit A. All items included in the proposal package must be completed and submitted in the order listed on the Proposal Package Checklist. (**Proposal Package Checklist is page 1 of your original proposal.**)

2. **RFP Cover Letter, Proposers Statement and Certification of Intent to Meet RFP Requirements**

See Exhibit B. The RFP Cover Letter submitted with your proposal must be complete and signed by an authorized representative of your entity. Please type or clearly print directly on Exhibit B (**This cover letter should be page 2 of your RFP response packet.**)

3. **Proposal Narrative**

See Section 4, Part A for Narrative Questions. The Proposal Narrative must enable an evaluation team 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. **Insurance Requirements**

Exhibit C. The successful proposer shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements. Please refer to Exhibit C, Insurance Requirements for more detail. County Risk Management must approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. Self-insurance programs, along with any submitted insurance documentation is subject to Sacramento County Risk Management's final approval.

5. **Financial Statement/Documentation**

Submit your latest complete independently audited financial statement with accompanying notes, completed by an independent certified public accountant, for a fiscal period 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.

Financial statements will be screened by an 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 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.

SECTION 7. EXHIBITS/ATTACHMENT

The following exhibits are attached for proposers completion and/or information:

- Exhibit A: Proposal Package Checklist
- Exhibit B: RFP Cover Letter, Proposers Statements & Certification of Intent to Meet RFP Requirements
- Exhibit C: Insurance Requirements

- Attachment 1: Sample Agreement Boilerplate

Exhibit A**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 and associated documents are complete and conforms with content and submission requirements. This checklist **MUST** accompany the proposal as the page one of the proposers response to this RFP. Include one original proposal with original signatures (where required) for items **1-5 ONLY**. Failure to provide the following and agree where required will be grounds for disqualification and the proposal will be screened out of this RFP process.

CHECKBOX ITEMS**Provide an original in a sealed box with original signatures where required of items 1-5 below**

- 1. Proposal Package Checklist (Exhibit A) Page 1 of original.
- 2. RFP Cover Letter and Proposers Statement/Intent to Meet RFP Requirements. (Exhibit B) Page 2 of your proposal with original signature.
- 3. Proposal Narrative responses: (See Section 4, Part A)
- 4. Certificate(s) of Insurance, evidencing current coverage (see Exhibit C, Insurance requirements)
- General Liability: \$1,000,000 Occurrence /\$2,000,000 Aggregate
- Automobile Liability: \$1,000,000 Combined Single Limit
- Worker's Compensation/Employers Liability: Statutory/Employer's Liability \$1,000,000
- Professional Liability or Errors and Omissions Liability: \$1,000,000

--AND/OR--

- You must provide written evidence, which must be in the form of a letter from your insurance broker or agent on it's letterhead, that you will be able to have the required insurance coverages in place before a contract is signed and services commence.

--AND/OR--

- If Proposer is self-insured a letter on Proposers letterhead shall be submitted outlining Proposers self-insurance program.
- 5. Independently Audited Financial Statement as described in Section 6

The County reserves the right to make the final determination on the documentation provided.

Proposal must submitted by 5:00 pm on date and location shown in RFP timeline.

Exhibit B

**RFP COVER LETTER, PROPOSERS STATEMENTS AND CERTIFICATION
OF INTENT TO MEET RFP REQUIREMENTS**

TO: PRIMARY HEALTH SERVICES
ATTN: SANDY DAMIANO
7001-A EAST PARKWAY, SUITE 550
SACRAMENTO, CA 95823

**SUBJECT: MEDICAL SPECIALITY SERVICES FOR AUTHORIZED
SACRAMENTO COUNTY RESIDENTS RFP No. PH/025**

Name of proposer (Legal Entity)

Name, Parent Corporation/Entity (if applicable)

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

Proposers federal tax identification number

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

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

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 entity's qualification to provide services.

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

Authorized Signature of Proposer

Date

Exhibit C

INSURANCE REQUIREMENTS

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

IMPORTANT: SUBMISSION INFORMATION

1. Your proposal should include a standard certificate of insurance showing current coverages (see Exhibit C, Insurance Requirements).
 - a. If your current insurance coverage does not conform to the requirements of the attached insurance Exhibit C, do not obtain additional insurance until a contract is offered, however you must submit one of the following:
 - (1) Written evidence, which must be in the form of a letter from your insurance broker or agent on its letterhead, that you will be able to have the required insurance coverages in place before a contract is signed and services commence.
 - (2) A letter on Proposers letterhead shall be submitted outlining Proposers self-insurance program if self-insured.
- Any submitted insurance documentation is subject to Sacramento County Risk Management's final approval.
2. 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 email regarding any deficiencies in the insurance submission.
3. Certificate holder or additional insured endorsements are not required as part of this RFP, but will be part of the contracting process.
4. 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 evidence 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.

Contact Ron Desper, at (916) 875-2021, for any further information you may require regarding insurance coverage. 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 C

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. 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.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.
- Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
- Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **Professional Liability** *including* Errors and Omissions, Identity Theft, Information Security and Privacy Injury Liability. Coverage shall include, but is not limited to: 1. First-party and third party injury or damage (including loss or corruption of data) arising from negligent act, error or omission or a data breach 2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. 3. Administrative expenses for forensic expenses and legal services. 4. Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. 5. Identity event services expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.
- E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. Workers' Compensation: Statutory.

- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- E. Professional Liability including Errors and Omissions Identity Theft, Information Security and Privacy Injury Liability: \$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

V. CLAIMS MADE PROFESSIONAL INCLUDING ERRORS AND OMISSIONS LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. 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.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:

1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

3. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. 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. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.

- B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

- C. Severability of Interest: CONTRACTOR's insurance 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.

- D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

VIII. PROFESSIONAL LIABILITY

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

X. NOTIFICATION OF CLAIM

If any claim for damages 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 be prompt and timely if 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.

ATTACHMENT 1

COUNTY OF SACRAMENTO

AGREEMENT

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

RECITALS

WHEREAS, _____ [County’s reasons for contracting]

WHEREAS, _____

WHEREAS, _____ [Contractor’s reasons for contracting]

WHEREAS, _____

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

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

I. SCOPE OF SERVICES

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

II. TERM

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

III. NOTICE

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

TO COUNTY

TO CONTRACTOR

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

«ContractorName»
«Address»
«CITYSTATEZIP»

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

IV. COMPLIANCE WITH LAWS

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

V. GOVERNING LAWS AND JURISDICTION

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

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

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

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to

act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

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

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

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

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

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

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

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

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

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully

discriminate, harass, or allow harassment against any employee, 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

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents 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, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity 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.

The provisions of this Indemnity 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 C. 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.

If Proposer is self-insured this language will be used in place of the Exhibit C Insurance Requirements.

Insurance or Self-Insurance. Each Party, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain insurance or equivalent programs of self-insurance for general liability, workers compensation, property, professional liability, crime, cyber liability including privacy and security liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

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 , or Exhibit 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.
- C. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all claims paid for services covered under this Agreement.
- D. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

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

XXII. SUBCONTRACTS, ASSIGNMENT

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

XXIII. AMENDMENT AND WAIVER

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

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

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

XXVII. DIRECTOR

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

XXVIII. DISPUTES

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

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if 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; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services 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.

XXX. REPORTS

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.

XXXI. AUDITS AND RECORDS

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

XXXII. PRIOR AGREEMENTS

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

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the 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.

XXXIV. FORCE MAJEURE

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

XXXV. 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.

XXXVI. DUPLICATE COUNTERPARTS

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

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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).

XL. LIMITED ENGLISH PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall:

- A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
- B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
- E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
- F. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
- G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
- H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.
- I. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits _____, and _____ attached hereto are part of this Agreement and are incorporated herein by reference.

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

**COUNTY OF SACRAMENTO, a political subdivision of the <CONTRACTORNAME>
State of California**

By _____
Sherri Z. Heller, Ed.D., Director, Department of Health and
Human Services. Approval delegated pursuant to Sacramento
County Code Section 2.61.012 (h)

By _____
«ContractorSignatureAuth», «ContractorTitle»

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

COUNTY OF SACRAMENTO

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

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

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

II. OPERATION AND ADMINISTRATION

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

III. CONFIDENTIALITY

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

misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain a quality management process monitors administrative functions, access and claims payment. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

CONTRACTOR shall provide reports to the COUNTY regarding service utilization and expenditures. The format, frequency and content of such reports shall be set forth in Exhibit A, the Scope of Services.

VI. 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 subrecipients that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards shall 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). When filing with the FAC, CONTRACTOR must also simultaneously submit 3 copies of the required Audit and forms to DIRECTOR as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.

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 DHHS has awarded contracts totaling \$150,000 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 DHHS has awarded contracts totaling less than \$150,000, but more than \$50,000 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.

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 three copies 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:

Director
County of Sacramento
Department of Health of Human 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:

Director
County of Sacramento
Department of Health of Human 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 DHHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Deficiencies

Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.

I. 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.

VII. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

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