REQUEST FOR PROPOSALS (RFP) No. DPH/032

HIV/STD Education and Prevention RFP

MANDATORY PROPOSERS CONFERENCE
(July 13, 2016 from 1:00 p.m. to 3:00 p.m. (PDT))
Department of Health and Human Services
9616 Micron Ave, Suite 900
Conference Room 1
Sacramento, CA 95827

Proposals will only be accepted from organizations that have representation at the Mandatory Proposers Conference

Review all sections carefully and follow all instructions.

Proposals due no later than 5:00 PM (PDT)
On August 10, 2016

- 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

Release Date: July 6, 2016
<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 6, 2016</td>
<td>Request for Proposal (RFP) released</td>
<td>RFP packets available online at <a href="http://www.dhhs.saccounty.net/Pages/Contractor-Bidding-Opportunities.aspx">www.dhhs.saccounty.net/Pages/Contractor-Bidding-Opportunities.aspx</a>. To request a printed copy, call (916) 875-6022</td>
</tr>
<tr>
<td>July 13, 2016</td>
<td>Mandatory Proposers Conference</td>
<td>Department of Health and Human Services 9616 Micron Ave, Suite 900 Conference Room 1 Sacramento, CA 95827</td>
</tr>
<tr>
<td>August 10, 2016</td>
<td>PROPOSAL DEADLINE</td>
<td>Department of Health and Human Services HIV/STD Prevention Program 9616 Micron Ave, Suite 670 Sacramento, CA 95827</td>
</tr>
<tr>
<td>August 11, 2016</td>
<td>Open/screen proposals</td>
<td>Department of Health and Human Services HIV/STD Prevention Program 9616 Micron Ave, Suite 670 Sacramento, CA 95827</td>
</tr>
<tr>
<td>August 11-18, 2016</td>
<td>Financial Screening</td>
<td>Grantland L. Johnson Center for Health and Human Services 7001-A East Parkway Sacramento, CA 95823</td>
</tr>
<tr>
<td>August 15, 2016</td>
<td>Notification to proposers of insurance deficiencies by email or phone</td>
<td>Notification by email or phone</td>
</tr>
<tr>
<td>August 17, 2016</td>
<td>Final date and time to submit corrections of all deficiencies in insurance documentation</td>
<td>Department of Health and Human Services HIV/STD Prevention Program 9616 Micron Ave, Suite 670 Sacramento, CA 95827</td>
</tr>
<tr>
<td>August 18, 2016</td>
<td>Notice of disqualification emailed or mailed</td>
<td>Notification by email or mail</td>
</tr>
<tr>
<td>September 8, 2016</td>
<td>Evaluation of written proposals completed</td>
<td>Department of Health and Human Services HIV/STD Prevention Program 9616 Micron Ave, Suite 670 Sacramento, CA 95827</td>
</tr>
<tr>
<td>September 14, 2016</td>
<td>Award recommendations posted and e-mailed</td>
<td>Grantland L. Johnson Center for Health and Human Services 7001-A East Parkway Sacramento, CA 95823</td>
</tr>
<tr>
<td>September 19, 2016</td>
<td>Final date to submit written protest</td>
<td>Grantland L. Johnson Center for Health and Human Services Attn: Director 7001-A East Parkway, Suite 1000 Sacramento, CA 95823</td>
</tr>
<tr>
<td>September 26, 2016</td>
<td>Resolution of Protest</td>
<td>Results of protest e-mailed or mailed to all protesting agencies.</td>
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SECTION I.  OVERVIEW

A.  BACKGROUND

After more than thirty years of the HIV epidemic, HIV infection remains a major public health issue in the United States. More than 50,000 new HIV infections occur annually in the country. The Centers for Disease Control and Prevention (CDC) estimates more than 1.1 million adults and adolescents are living with the human immunodeficiency virus (HIV) in the United States and 18% of persons living with HIV are not aware of their status.\(^1\)

The epidemic continues to have a disproportionate impact on racial and ethnic minority populations – particularly African Americans and Hispanics – and on Men who have Sex with Men (MSM) and Injection Drug Users (IDUs), regardless of race or ethnicity. Nationally, in 2010, an estimated 46% of all HIV diagnoses occurred among African Americans and 20% in Hispanics. The rates of HIV infection per 100,000 in 2010 were 62.0 among African Americans and 20.4 among Hispanics, compared to 7.3 among whites. The estimated rate of HIV infection per 100,000 among African American females (41.7) was 20 times the rate among white females (2.1); the rate among Hispanic females (9.2) was 4.4 times the rate among white females. Males accounted for 79% of all diagnoses of HIV infection among adults and adolescents. Sixty-one (61%) percent of diagnosed HIV infections among adults and adolescents was attributed to male to male sexual contact. Among adult/adolescent males in whom HIV transmission was by heterosexual contact, African Americans constituted 67% and Hispanic/Latinos 17%. Among adult/adolescent females in whom HIV transmission was by heterosexual contact, African Americans constituted 65% and Hispanic/Latinos 16%.\(^2\)

Sacramento County statistics resemble national trends. According to the Sacramento County Ryan White Program’s Early Identification of Individuals with HIV/AIDS (EIIHA) 2013-2014 data, 61% of Sacramento County diagnoses occurred among non-White individuals, with 25% self-identifying as African American and 28% as Hispanic/Latino. Eighty-six percent of new diagnoses occurred among men. Transmission factors associated with newly diagnosed individuals included 51% of individuals identifying as Men who have Sex with Men (MSM), and 37% of individuals indicating high-risk heterosexual contact (including partners of People Living With HIV/AIDS (PLWH/A), MSM, Injection Drug Users (IDUs), and sex workers). Thirty-two percent of newly diagnosed HIV infections were among those between the ages of 25 and 34.

In July 2015, the National HIV/AIDS Strategy (NHAS) for the United States: Updated to 2020 was released highlighting four overarching goals: 1) reducing new HIV infections; 2) increasing access to care and improving outcomes for people living with HIV/AIDS; 3) reducing HIV-related health disparities and health inequities; and 4) achieving a more coordinated national response to the HIV epidemic. The vision for the NHAS is to have the United States become a place where new HIV infections are rare and when they do occur, every person regardless of age, gender, race/ethnicity, sexual orientation, gender identity or socio-economic circumstance, will have unfettered access to high quality, life-extending care, free from stigma and discrimination.

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This continues the emphasis on identifying individuals unaware of their HIV-positive status and on HIV care and treatment as an effective prevention strategy.

B. PURPOSE
The purpose of the following Sacramento County HIV/STD Prevention Program Request for Proposals (RFP) is to fund community-based HIV/AIDS interventions, focusing on priority audiences in Sacramento County, in a manner that is reflective of and responsive to the prevention guidance from the CDC and the California State Office of AIDS (OA) as described above. In addition to providing HIV education, prevention, and testing activities, the responders to this RFP should also demonstrate the intent to provide clients with Sexually Transmitted Disease (STD) education, as it has been shown that having an STD significantly increases the risk of HIV infection. All proposed interventions should be delivered within the boundaries of Sacramento County.

C. PROGRAM INFORMATION
The Sacramento County HIV/STD Prevention Program has provided a variety of services geared towards the prevention of HIV, Sexually Transmitted Diseases (STDs), and hepatitis C Virus (HCV) transmission in Sacramento since 1992. In the beginning of the epidemic, the primary audiences of concern were largely Caucasian Men who have Sex with Men (MSM) and Injection Drug Users (IDUs). While these populations remain at high risk for infection, more recently MSM of color, particularly African Americans/Blacks and Latinos, heterosexuals, and youth have been notably affected by the spread of HIV infection. Because of this, new and innovative strategies are needed to effectively access and serve these diverse audiences.

To address the challenges of the epidemic in the United States, advance the prevention goals of the NHAS, and maximize the effectiveness of current HIV prevention methods, the CDC’s Division of HIV/AIDS Prevention recommends the use of a High-Impact Prevention (HIP) approach. This approach uses combinations of scientifically proven, cost-effective, and scalable interventions targeted to populations and geographic areas most affected by the epidemic and promise to greatly increase the impact of HIV prevention efforts. HIP is also designed to maximize the impact of prevention efforts for all Americans at risk for HIV infection, including gay and bisexual men, communities of color, women, Injection Drug Users, transgender women and men, and youth.

These updated NHAS goals will be achieved by using HIP to enhance three core services to be delivered together: Targeted HIV testing, Partner Services, and Linkage to Care.

Targeted HIV testing interventions will be performed using a rapid HIV test approved by the California State Office of AIDS (OA). Currently, this test is the OraQuick HIV 1/2 Test by OraSure. In the future, other approved tests may be added. OA has provided guidance on the behavioral risk factors that determine high, moderate, low and unknown risk for HIV infection. Risk level is simply a way of identifying the hierarchical risk group categories. The risk level categories are listed below:

<table>
<thead>
<tr>
<th>Risk Level Category</th>
<th>Priority Audiences</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Risk</td>
<td>Transgender (TG), MSM, MSM/IDU, IDU, HIV+ Partner, Sex Worker</td>
</tr>
<tr>
<td>Moderate Risk</td>
<td>IDU Partner, MSM Partner, Sex Worker Partner, Syphilis/Gonorrhea Diagnosis, Stimulant User</td>
</tr>
<tr>
<td>Risk Level Category</td>
<td>Low Priority Audiences</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Low Risk</td>
<td>Heterosexual Multiple Partner, Heterosexual Single Partner, Other Risk, NIR (No Identified Risk)</td>
</tr>
<tr>
<td>Unknown Risk</td>
<td>NRR (No Reported Risk)</td>
</tr>
</tbody>
</table>

Focusing on highest risk clients is a way to work smarter, not harder, to meet counseling and testing performance goals set forth by the Office of AIDS. Priority audiences are high and moderate risk individuals. Highest risk audiences include TG, MSM/IDU, MSM, IDU, those with HIV positive sex partners, and sex workers. Moderate risk audiences include those with a syphilis and/or gonorrhea diagnosis, stimulant users, and those with a partner who is IDU, MSM, or sex worker.

Behavioral interventions will focus on priority audiences, particularly People Living with HIV/AIDS (PLWH/A), and will utilize an approved curriculum (see Attachment 7) or a curriculum that has been adapted locally that is approved for use by the Sacramento County HIV/STD Prevention Program and OA.

### OA Approved Core Activities include:

- HIV Testing of High- and Moderate-risk audiences  
  - In non-healthcare settings
- Linkage to Care
- Partner Services
- Retention and Re-engagement in Care
- Risk Assessment Linkages to Services and Behavioral Interventions for People Living with HIV/AIDS (PLWH/A)
- Integrated hepatitis, TB and STD education with newly diagnosed HIV+ individuals or PLWH/A
- PrEP/PEP education and linkages

### Additional Activities (allowable if all Core Activities conducted)

- Hepatitis C Testing
- Behavioral Interventions for High-Risk Negative People
- Social Marketing, Media and Mobilization

These interventions and priority audiences will be utilized in the completion of the Proposal Narrative (see Exhibit C).
D. TOTAL AVAILABLE FUNDS

1. AVAILABLE FUNDING: The total amount of funds available for awards through this RFP is between $210,000 and $260,000 annually for a maximum of 3 years. Depending on the strength of the proposals received, it is estimated that 2 to 3 agencies may receive funding. Programs will be funded to begin providing services January 1, 2017.

2. This RFP is issued for a period of three (3) years with annual contract negotiation and renewal. (Refer to Section II. Administrative Requirements, C. Rights of the County).

3. All contract awards will be contingent upon the availability of funds from the State and County budgets.

E. ELIGIBILITY TO APPLY

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

1. Single agency proposals only. No collaborations, partnerships or multi-agency proposals will be accepted. See Exhibit E, Section II, Item 5 regarding subcontracts.

2. Must be represented at the mandatory proposers’ conference for this proposal.

3. Must be a responsive proposer whose bid or proposal complies with all requirements of the RFP.

4. Must possess adequate resources, or the ability to obtain such resources as required during performance of the contract.

5. Must have the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments.

6. Must have no record of unsatisfactory performance, lack of integrity, or poor business ethics.

7. Must be a single agency that has experience in providing the type of services as described in this RFP.

8. Must have an employer/employee relationship with their personnel for the services provided to the County under this RFP.

9. Must have a CLIA waiver to provide rapid HIV testing or demonstrate a clear plan to successfully obtain a CLIA waiver by January 1, 2017.
SECTION II. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. All proposal narratives must be submitted on standard white paper, 8 ½ inches by 11 inches in size, double spaced, with 1 inch margins, using at least 12 point Arial or Times New Roman font, with each page clearly and consecutively numbered, beginning with the RFP cover letter as page 1. Please use a binder clip for each copy of the proposal in the upper left corner, please do not staple. Elaborate artwork, expensive paper, binders and bindings, expensive visual or other presentations are neither necessary nor desired.

2. All proposals must be submitted in the order specified in the Proposal Package Checklist (see Exhibit B).

3. The proposal must be submitted in the legal entity name of the proposer and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the original signature of an individual authorized by the corporation’s board of directors. Signature facsimile stamps will not be accepted.

4. An original proposal with all original signatures, and copies (as required – see Exhibit B, Proposal Package Checklist) of the proposal 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 COUNTY DHHS,
HIV/STD Education and Prevention, RFP No. DPH/032”

BIDS THAT ARE NOT SEALED WILL NOT BE ACCEPTED.

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

Sacramento County DHHS
HIV/STD Prevention Program
9616 Micron Avenue, Suite 670
Sacramento, CA 95827

6. Proposals not received by 5:00 PM (PDT) 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 shown in the RFP timeline and to the address specified above.

7. Faxed or emailed submissions will not be accepted.

8. A postmark will not be accepted as meeting the deadline requirement.

9. DHHS will reject any proposals not meeting ALL RFP requirements.

B. RULES GOVERNING COMPETITIVE PROPOSALS

1. Costs for developing and submitting proposals are the responsibility of the proposer and shall not be chargeable in any way to the County of Sacramento.

2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.

3. All proposals submitted become property of the County and will not be returned.
4. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if deemed in the best interest of the County to do so. The County may also reissue a cancelled RFP.

5. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.

6. All proposals shall remain confidential until the Sacramento County Board of Supervisors has awarded the contract(s).

7. There is no guarantee that the submission of a proposal will result in funding, nor that funding will be allocated at the level requested. Final contract provisions will take precedence over information contained in the proposal.

C. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more proposers.

2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.

3. Reject any or all proposals received in response to this RFP, or to cancel this RFP, or any part of it, if it is deemed in the best interest of the County to do so.

4. Reissue a cancelled RFP.

5. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.


7. Enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.

8. Make awards based primarily on priority target audience(s).

9. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.

10. Determine the amount of resources allocated to the successful proposer(s).

11. Require information in addition to the proposal for further evaluation, if necessary.

12. Check with references and share any information it may receive with the evaluation committee and/or County staff. Negative references may allow the County to disqualify a proposer at any time.

13. Require successful proposer(s) to sign a County contract and associated Exhibits with Sacramento County’s required indemnification and insurance as provided in this RFP.

14. Make the final determination of the requirement for the report of internal controls to be included with the financial statements.

15. Conduct evaluation and as a result make changes to various aspects of the program.

16. Make changes to the County contract boilerplate, as necessary.
D. **SCREENING CRITERIA**

Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The committee will evaluate the proposals based on the evaluation criteria specified in Exhibit C.

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

1. All proposals (from agencies with a representative at the mandatory proposer’s conference) shall be screened to determine whether they meet the (a) formatting, (b) content, (c) financial stability, and (d) insurance requirements specified in this RFP.
   a. Format requirements are found on page 9.
   b. Proposal Content requirements are found on pages 14-15.
   c. 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.

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

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

2. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification by the date shown in the RFP timeline. A proposer may protest screening disqualification by following the rules found on page 12, “Opportunity to Protest.”

E. **RATING PROCESS: GENERAL**

1. Those proposals that meet minimum requirements as noted above will be included in a review and selection process. The proposals will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The panel of evaluators will recommend the
highest rated proposal(s) to the HIV/STD Prevention Program Coordinator. The HIV/STD Prevention Program Coordinator will forward provider recommendations to the DHHS Director. The DHHS Director will make final recommendations for contractor selection to the Board of Supervisors. The DHHS Director may recommend a contractor that is not the highest rated and provide justification for her recommendation to the Board of Supervisors.

2. Recommendation(s) for the award(s) is contingent on successful resolution of any protests, which would otherwise restrict or limit such an award.

3. Notice of the recommendation(s) for the award(s) will be mailed to all proposers by the date shown in the RFP timeline after a notice of the proposed award(s) has been posted in the DHHS office.

4. A minimum score of 70% is required to pass the evaluation. If the minimum score is not met, the proposal will be rejected. Scoring will be as follows:

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Narrative</td>
<td>90</td>
</tr>
<tr>
<td>Budget (Budget Template and Justification)</td>
<td>10</td>
</tr>
</tbody>
</table>

F. OPPORTUNITY TO PROTEST

1. Any proposer wishing to protest disqualification in the screening process or the proposed award recommendation(s) must submit a written letter of protest. Submit such a letter by the date shown in the RFP timeline. Any protest shall be limited to the following grounds:

   a. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating them: and/or

   b. Proposals were not evaluated and/or recommendation(s) for award were not made in the following manner:

      i. All proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or

      ii. All proposals meeting the screening requirements were submitted to an Evaluation Committee, which evaluated the proposals using the criteria specified in the RFP; and/or

      iii. The proposer(s) judged best qualified by the Evaluation Committee was recommended to the Director of DHHS for award; and/or

      iv. The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP.

2. The written letter of protest of the proposed award(s) must reference the title and number of this RFP and be submitted to:

   Grantland L. Johnson Center for Health and Human Services
   Attn: Director
   7001-A East Parkway, Suite 1000
   Sacramento, CA 95823

   Protest letters must be received at the above address by the date shown in the RFP timeline. Postmarks will not be accepted as meeting the deadline requirement. Faxes or emails will not
be accepted. Oral protests will not be accepted. It is the proposer’s responsibility to ensure receipt by delivery to the above address by the date, time and place specified above and in the RFP timeline. Protests will not be accepted after the deadline specified. Protest letters must clearly explain the failure of the County to follow the rules of the RFP as discussed above in Item 1.

3. All written 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.

G. **COMMENCEMENT OF WORK**

1. Contract(s) shall not be executed until after DHHS has obtained Sacramento County Board of Supervisors approval for the contracts.

2. The successful proposer(s) shall be required to sign a Sacramento County contract. The successful proposer(s) must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.

3. The successful proposer(s) will not begin work under any successfully negotiated contract until such time as the contract has been signed by the proposed contractor(s) and Sacramento County.

H. **CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES**

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

Proposals must include the following items 1 through 12 in the order specified below: (See referenced exhibits for complete instructions.)

A. EXHIBITS

1. RFP Cover Letter, Certification of Intent to Meet RFP Requirements
   Exhibit A. The RFP Cover Letter/Certification of Intent must be completed with original authorized signature and submitted with the proposal. Please type or clearly print directly on Exhibit A. (The RFP Cover Letter is page 1 of your original proposal and all copies.)

2. Proposal Package Checklist
   Exhibit B. All items included in the proposal package must be submitted in the order listed on the Proposal Package Checklist. The checklist must be submitted with the proposal.

3. Proposal Narrative and Budget Questions
   Exhibit C. The Proposal Narrative and Budget Questions must enable an evaluation committee to determine whether the proposal meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete. See Attachments 5 and 6 for Good Neighbor Policy information.

4. Scope of Work
   Exhibit D. See Attachment 3 for a sample Scope of Work.

5. Budget
   Exhibit E. Template will be provided electronically. See Attachment 4 for a sample Budget.

6. Staff Summary Form
   Exhibit F. The Staff Summary Form must include employee name, qualifications and experience, job title and description, FTE, and salary for all staff assigned to the proposed project. Template will be provided electronically.

7. County of Sacramento Good Neighbor Policy Statement of Compliance
   Exhibit G. The successful proposer shall be required to comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Proposers must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy.

8. Insurance Requirements
   Exhibit H. The successful proposer(s) shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements.

9. Resolution by the Agency’s Board of Directors
   Exhibit I. Resolutions from the Agency’s Board of Directors, allowing submission of the proposal, must be submitted with original signature(s).
10. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support)
Exhibit J. When a proposer submits a bid, proposal or other offer to provide goods or perform services for or on the behalf of the County, the proposer must complete and submit Certification with an original signature.

11. Certification Regarding Debarment and Suspension
Exhibit K. Proposer agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. The proposer must submit Certification with an original signature as part of the proposal.

12. Independently Audited Financial Statement
Submit your latest complete 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.

If the total budget amount of your proposal, plus the total of all your agency’s existing contracts with DHHS is less than $150,000, a reviewed financial statement may be provided in place of the audited financial statement. The reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA, and must be for a fiscal period of not more than 24 months old at the time of submission.
RFP COVER LETTER AND CERTIFICATION
OF INTENT TO MEET RFP REQUIREMENTS

TO SACRAMENTO COUNTY DHHS
ATTN: HIV/STD PREVENTION PROGRAM
9616 MICRON AVENUE, SUITE 670, SACRAMENTO, CA 95827

SUBJECT: HIV/STD Education and Prevention RFP No. DPH/032

Name of proposer (Legal Entity)

Name, Parent Corporation (if applicable)

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

Proposer’s federal tax identification number

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

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

List all HIV, STD, and/or hepatitis C education and/or prevention contracts your agency has had for the last five years.

☐ Not Applicable – No HIV, STD, and/or hepatitis C education and/or prevention contracts in the last five years.

1. List contracts completed in last five years.

<table>
<thead>
<tr>
<th>Year</th>
<th>Contracting Agency</th>
<th>Type of Service</th>
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2. List contracts, or other commitments (e.g. consulting arrangements), currently in force.

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<th>Year</th>
<th>Contracting Agency</th>
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3. Provide details of any failure or refusal to complete a contract.

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

Certification

I certify that all statements in my proposal are true. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County to pursue any remedy authorized by law which shall include the right, at the option of the County, of declaring any contract made as a result hereof void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency’s qualification to provide services.

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

________________________________________   __________________
Signature of proposer or Authorized Agent   Date
**PROPOSAL PACKAGE CHECKLIST**

The proposal checklist must be completed and submitted with your proposal. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete. This checklist MUST accompany the proposal. Include one original proposal with items 1-12 ONLY. Include 10 copies with items 1-6 ONLY.

### CHECKBOX ITEMS

**Provide an original and 10 copies of Items 1-6 below**

- [ ] 1. RFP Cover Letter and Certification of Intent to Meet RFP Requirements. Page 1 of original proposal and all copies. (Exhibit A)
- [ ] 2. Proposal Package Checklist (Exhibit B)
- [ ] 3. Proposal Narrative and Budget Justification (Exhibit C)
- [ ] 4. Scope of Work (Exhibit D)
- [ ] 5. Budget Template (Exhibit E)
- [ ] 6. Staff Summary Form (Exhibit F)

**Provide 1 copy of Items 7-12 below**

- [ ] 7. County of Sacramento Good Neighbor Policy Statement of Compliance (see Exhibit G)
- [ ] 8. Certificate(s) of Insurance, documenting current coverage (see Exhibit H)
  - General Liability: $2,000,000
  - Automobile Liability: $1,000,000
  - Worker’s Compensation/Employers Liability: Statutory/$1,000,000
  - Professional Liability or Errors and Omissions Liability: $1,000,000
  - Sexual Molestation & Abuse: $250,000/$1,000,000 (per person or occurrence/annual aggregate)

  --OR--

  [ ] Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements

- [ ] 9. Resolution by the agency’s Board of Directors (Exhibit I)
- [ ] 10. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support) (Exhibit J)
- [ ] 11. Certification Regarding Debarment and Suspension (Exhibit K)
- [ ] 12. Independently Audited Financial Statement (page 15)

### SUBMISSION STANDARDS

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

- [ ] Original proposal, identified as original
- [ ] **Original signatures on ALL documents in original proposal**
- [ ] Ten (10) copies
- [ ] The original and each copy of proposal is secured/bound with binder clip
- [ ] Proposal submitted in sealed container
- [ ] Proposal submitted by 5:00 p.m. (PDT) on date shown in RFP timeline
- [ ] All documents meet format and content requirements
- [ ] Independently Audited Financial Statement not more than 24 months old
- [ ] Insurance requirements met
- [ ] Attended mandatory proposers conference
PROPOSAL NARRATIVE INSTRUCTIONS:

1. The proposal narrative includes sections titled Agency Capability, Priority Audience(s), Project Overview, Scope of Work, Sacramento Good Neighbor Policy, and Budget Justification. Begin a new page with each section. Within each section, state the question prior to providing your answer. The maximum page requirements per section include statement of the question and any supporting attachments for that question. Any additional pages beyond the maximum page allowance per section will be removed and will not be reviewed by the evaluation committee.

2. In your Project Overview (Section C below), describe what you will be accomplishing in your Scope of Work (Section D below and Exhibit D). Give proposal reviewers a clear understanding of the project – what you want to do and how you will accomplish your objective(s). The successful proposer will provide both RRA behavioral interventions (see Attachments 7 and 8) and high-risk HIV counseling and testing (C&T) as a part of a comprehensive program that includes Partner Services (PS), Linkage to Care (LTC), Pre-Exposure Prophylaxis (PrEP) education and referrals, and Sexually Transmitted Disease (STD) education and referrals.

### PROPOSAL NARRATIVE for HIV/STD Education and Prevention RFP No. DPH/032

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<thead>
<tr>
<th>Questions to be answered</th>
<th>Applicants will be rated on:</th>
<th>Maximum Pages</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td><strong>A. AGENCY CAPABILITY</strong></td>
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</table>
| 1. Describe your agency, how long it has been established, and its geographic location. | - Clarity and completeness  
- Extent and quality of experience providing HIV/AIDS prevention services  
- Evidence of ability to perform proposed project  
- Measures to prevent duplication of services  
- Proposed staffing composition  
- Staff qualifications/plan to train new staff  
- Minimal organizational, staffing, and/or facility changes needed | 3 | 15 |
| 2. Describe how your agency is qualified to conduct the proposed project, including previous HIV/AIDS prevention experience and/or other factors that make your agency appropriate to conduct the proposed activities. Include details about your CLIA waiver to conduct rapid HIV testing or your plan to successfully obtain one prior to January 1, 2017. | | | |
| 3. Explain how the proposed project will complement your agency's existing services and how your agency will ensure non-duplication of services within the agency. | | | |
| 4. Describe the proposed project’s staffing plan. Include a summary of job descriptions and describe qualifications, including completed and/or planned trainings(s) and desired characteristics of all staff positions, including positions to be filled. Also complete Staff Summary Form (Exhibit F). | | | |
### Questions to be answered:

#### B. PRIORITY AUDIENCE(S)

1. Separately describe each priority audience to be served (See page 6). Include their socioeconomic background, racial/ethnic composition, educational level, age range, risk factors, and any other sub-cultural factors.

2. Where and how will you access your priority audience(s)? Identify any barriers to accessing the priority audience(s) and strategies for overcoming them.

3. What are the HIV/STD education and prevention, Partner Services (PS), Linkage to Care (LTC), PrEP, and HIV testing needs of the audience(s)?

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<tbody>
<tr>
<td>Clarity and completeness</td>
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<td>2 per priority audience</td>
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<tr>
<td>Priority audience(s) is/are high and/or moderate risk</td>
<td>20</td>
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<tr>
<td>Thorough description of priority audience(s)</td>
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<tr>
<td>Access to/experience serving priority audience(s)</td>
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<tr>
<td>Identification of barriers and plans to overcome them</td>
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<tr>
<td>Demonstrated understanding of priority audience(s) and their specific needs</td>
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<td>NOTE: Each priority audience will be scored individually and the overall score for this section will be an average of all individual priority audience scores</td>
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#### C. PROJECT OVERVIEW

1. What is/are the problem(s) being addressed by the project? State the goal(s) of the project. What broad result (impact) does the project intend to achieve from the interventions?

2. Indicate if this is a new program, an expansion or a replacement of a currently funded project.

3. List each objective that you have identified in your Scope of Work (Exhibit D). Explain the following, as applicable, for each objective:
   a. Identify and describe the specific RRA and C&T objective(s) and strategy(ies) you will use for each priority audience and the major components of your proposed intervention(s). See Attachment 7 for a list of approved RRAs.
   b. Explain why the proposed intervention(s) is/are most appropriate for your priority audience(s) and address the specific intended knowledge.

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<th>Applicants will be rated on:</th>
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<td>Quality and detail of plan</td>
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<td>SMART Objectives</td>
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<td>Realistic</td>
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<td>Selection of appropriate intervention(s) for priority audience(s)</td>
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<tr>
<td>Demonstrated understanding of essential program components (RRA, C&amp;T, PS, LTC, PrEP)</td>
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<tr>
<td>Comprehensive plan to serve clients from recruitment through follow-up</td>
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<td>Strategies to minimize duplication of efforts in the community</td>
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<td>Effective process and</td>
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<td>Questions to be answered:</td>
<td>Applicants will be rated on:</td>
<td>Maximum Pages</td>
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<td>attitude and behavior changes over time.</td>
<td>impact evaluation measures</td>
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<td>c. How will your program and activities be responsive to the social, economic and cultural needs of your clients?</td>
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<tr>
<td>d. State the number of individuals to be served annually, number of contacts, frequency of contacts, and length of intervention(s).</td>
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<td>e. Describe intervention site(s).</td>
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<td>f. What is your plan for client recruitment, retention, referrals, and follow-up? Describe what other types of referrals will be provided.</td>
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<tr>
<td>g. How will you link RRA clients to C&amp;T?</td>
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<td>h. When and where will C&amp;T be conducted? What will be your plan for referring low risk clients to other testing resources?</td>
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<td>i. Where will confidential client records and HIV testing forms be stored?</td>
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<td>j. What is your plan for confirmatory results disclosure? Include a description of how you will provide Linkage to Care (LTC) and the type(s) of Partner Services (PS) to be offered.</td>
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<td>k. Describe your plan to address the PrEP needs of your priority audience(s), including education and referrals.</td>
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<td>l. If working with PLWH/A clients who are out of care, which strategies will you use to reengage them into the care system?</td>
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<td>m. If your plan includes the use of incentives, describe what they are, why they are appropriate for the priority audience(s), how they will be used, and how you will track their distribution.</td>
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<tr>
<td>n. Describe the steps you will take to minimize duplication of services and/or areas of saturation in the community.</td>
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</table>
### Questions to be answered:

| o. What is your evaluation plan (process and impact)? (See Attachment 8 for a description of Program Evaluation). What will your evaluation plan measure and how will it demonstrate behavior change? |

### Applicants will be rated on:

| Maximum Pages | Maximum Points |

### D. SCOPE OF WORK

1. Complete Scope of Work Form (Exhibit D). For each individual objective proposed, the format provided in the sample Scope of Work (Attachment 3) should be followed. A Scope of Work may consist of multiple pages depending upon the number of objectives you have. Continue to list additional objectives as necessary.

2. Complete a detailed Scope of Work for year 1 (2017) and note any significant changes planned for year(s) 2 and/or 3, if applicable.

### E. GOOD NEIGHBOR POLICY

1. Describe how your organization will ensure compliance with Sacramento County’s Good Neighbor Policy. Refer to Attachments 5 and 6.

### Total Pages Maximum for Narrative/Maximum Possible Points for Proposal Narrative

| 25 + 2 per Target Audience | 90 |
BUDGET QUESTIONS for HIV/STD Education and Prevention RFP No. DPH/032

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<th>Questions to be answered:</th>
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<tr>
<td><strong>F. BUDGET AND BUDGET JUSTIFICATION</strong></td>
<td>• Clarity and completeness</td>
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<tr>
<td>1. Complete the HIV/STD Education and Prevention Budget Template (Exhibit E) following the instructions in Exhibit E.</td>
<td>• Accuracy of Budget Template</td>
<td>(Budget Template not included in page maximum)</td>
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<td>2. Provide a Budget Justification narrative. Describe what is included in each line item, including indirect, and how the amount for each item was determined.</td>
<td>• Adherence to Budget Template instructions</td>
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<td>3. If your proposal includes a subcontract, the following information must be provided in the budget justification:</td>
<td>• Proposed expenditures directly support the proposed project as outlined in Project Overview and Scope of Work</td>
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<tr>
<td>a. Sub-grantee name;</td>
<td>• Appropriate adjustments in years 2 and/or 3 to account for changes in SOW, if applicable</td>
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<tr>
<td>b. Brief description of services to be provided/scope of work;</td>
<td>• Sub-grantee description and justification support overall proposal</td>
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<tr>
<td>c. Basis for the Cost – (i.e., hourly or daily rate, # of hours/and or days to perform the deliverable).</td>
<td>• Appropriate expenditures and fiscal controls explained in Budget Justification</td>
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<td>4. Describe your agency’s fiscal controls. This includes but is not limited to:</td>
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<td>a. A description of accounting, record keeping systems, and how cost allocations are determined;</td>
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<tr>
<td>b. Written procedures to track funds;</td>
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<td>c. Written procedures to track incentives, gift cards, promotional items, and other inventory; and</td>
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<td>d. Written procedures to prevent employee embezzlement.</td>
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<td>e. If your procedures are not written, explain your processes and state when written procedures will be finalized.</td>
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TOTAL PAGES MAXIMUM FOR BUDGET JUSTIFICATION/ MAXIMUM POSSIBLE POINTS FOR BUDGET AND BUDGET JUSTIFICATION | 4 | 10 |
EXHIBIT D
HIV/STD EDUCATION AND PREVENTION
SCOPE OF WORK FORM

Priority Audience(s)/Target Size:
CY 2017: 
CY 2018: 
CY 2019: 

Project Description Summary:

Type of Intervention:

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<tr>
<th>Objective # 1:</th>
<th>Key Activities</th>
<th>Responsible</th>
<th>Timeline</th>
<th>Evaluation Measures</th>
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<td>CY 2017</td>
<td>CY 2018</td>
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CONTINUE LISTING AS NECESSARY FOR ADDITIONAL OBJECTIVES
BUDGET TEMPLATE INSTRUCTIONS

1. List your agency’s legal name and DUNS number at the top of each page.
2. The total amount of funding requested must be the same each year. Line item amounts may be increased or decreased from year to year.
3. The budget request must be in the same format as in this Exhibit (an electronic copy of the Budget Template will be provided).
4. There are three line item categories within the budget: I) Personnel Expenses, II) Operating Expenses, and III) Indirect Expenses. There may be multiple items within any one category.
5. Round off dollars to the nearest whole number and percentages to two decimal points.
6. Use the budget to reflect your proposed expenditures. If the space provided for the required information is not sufficient, you can modify the rows to add additional information as needed. (e.g., additional personnel titles and information). **If adding rows or columns to the Excel Budget form, be sure to update the formulas and format the cells, rows, and/or columns added.**
7. Use a calculator or other method to verify total calculations. Do not rely on formulas.

I. Personnel Expenses

1. Personnel Expenses include all personnel expenses to operate the project.
2. List personnel by job category or classification and by name. If position will be created for this project or is currently vacant, indicate TBD (to be determined) for name.
3. Indicate total annual salary for full time equivalents (FTE).
4. Indicate percentage of time the position will be utilized in this project for each project year (e.g. 20 hours/week is 50%).
5. Indicate the amount requested per position, based on the salary and percentage of time on the project.
6. Indicate percentage of employee benefits and total amount.
7. Subtotal all personnel expenses.

II. Operating Expenses

1. Operating Expenses include all expenses except Personnel Expenses and Indirect Expenses. Examples of common Operating Expenses line items are office supplies, equipment rental, space rental, utilities, telephone, travel, educational materials, client incentives, staff development, and risk-reduction materials.
2. If proposing high-risk HIV/HCV Counseling and Testing (C&T) activities, please note that the County will provide Office of AIDS approved rapid HIV/HCV test kits, controls, testing forms, confirmatory collection kits, laboratory services and associated fees for conducting confirmatory tests. Therefore, the above listed items should not be in the proposed budget.
3. Travel must be matched to the geographical boundaries and needs of the project. Mileage is reimbursed at the rate set by the State of California Department of Personnel Administration (currently 54 cents per mile). Reimbursement for travel outside of Sacramento County cannot exceed the current rates set by the State of California, except in designated high cost areas. For further information, see [http://www.dpa.ca.gov/personnel-policies/travel/main.htm](http://www.dpa.ca.gov/personnel-policies/travel/main.htm).
4. Agencies may use project funds for incentives or promotional items. Incentives are items of value used to motivate or reinforce a specific behavior. Incentives can be given to participants who make a specified degree of progress towards a goal, attain a certain goal, or maintain a positive behavior change. Promotional items include pens and other small ticket items that are...
used to promote a service or project. Gift cards are permitted as incentives. Cash awards are *not* permitted as incentives, and the value of incentives is limited to $50.00 per person per year. Funds may be used to provide food/refreshments at intervention activities. Childcare may be provided. If childcare is provided, only childcare providers and facilities licensed by the State of California shall be used.

5. Contracts/Sub-Grants/Agreements are permitted and limited to 10% of the award amount. Sub-grantee budgets and scopes of work will be reviewed and approved during contract negotiations.

### III. Indirect Expenses

1. Indirect administrative overhead expenses support the project. Examples of common Indirect Expenses include insurance, building maintenance, bookkeeping, auditing, etc. Indirect administrative overhead expenses cannot exceed 15% of the budgeted total personnel expenses.
## BUDGET: HIV/STD Education and Prevention
TERM: Calendar Years 2017-2019

### Agency Name: [Redacted]

### DUNS Number: [Redacted]

### I. PERSONNEL EXPENSES

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<th>Position Title and Staff Name(s)</th>
<th>Annual Salary</th>
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<th>% Time 2018</th>
<th>% Time 2019</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>Total Program</th>
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### II. OPERATING EXPENSES

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<th>2018</th>
<th>2019</th>
<th>Total Program</th>
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<tr>
<td>(B) Total Operating Expenses</td>
<td>$0</td>
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### III. INDIRECT EXPENSES

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<thead>
<tr>
<th>(C) Total Indirect Expenses (limited to 15% of Personnel Expenses)</th>
<th>Indirect Expenses %:</th>
<th>%</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>Total Program</th>
</tr>
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<tbody>
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<td>$0</td>
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<tr>
<td>TOTAL PROGRAM EXPENSES (A+B+C)</td>
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Proposers are required to complete Exhibit F, Staff Summary Form. Print a hard copy of the document and include it in your proposal packet. For vacant positions, indicate TBD (to be determined) for employee name and complete the remaining fields for that position. An electronic copy will be provided to all Mandatory Proposers Conference attendees.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Qualifications and Experience</th>
<th>Job Title and Job Descriptions</th>
<th>FTE</th>
<th>Salary Range or Current Salary</th>
</tr>
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28
STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY GOOD NEIGHBOR POLICY

Contractors submitting proposals shall certify that:

(a) CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;
2. Provision of adequate waiting and visiting areas;
3. Provision of adequate restroom facilities located inside the facility;
4. Implementation of litter control services;
5. Removal of graffiti within seventy-two hours;
6. Provision for control of loitering and management of crowds;
7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
8. Participation in area crime prevention and nuisance abatement efforts; and
9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY’s individualized assessment of CONTRACTOR’s facility, services and actual impacts on the neighborhood in which such facility is located.

(b) CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR’s compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

(c) CONTRACTOR shall comply with all applicable public nuisance ordinances.

(d) CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR’s site is located.

(e) If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame.

(f) CONTRACTOR’s continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

______________________________  ________________________________
AGENCY NAME  SIGNATURE

______________________________
PRINTED NAME

______________________________
DATE
EXHIBIT H

INSURANCE REQUIREMENTS

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

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

IF DURING THE PROPOSAL SCREENING FOR THIS RFP, THE COUNTY FINDS A PROBLEM WITH THE PROPOSER’S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY REQUIRED DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

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

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

Contact Cindy Sawhill, at (916) 875-1984, 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.
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, including Sexual Molestation and Abuse. Copies of required endorsements must be attached to the 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, Sexual Molestation and Abuse, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.


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 or Errors and Omissions Liability insurance, including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR’s General Liability), appropriate to CONTRACTOR’s profession.

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
- Sexual Molestation and Abuse: $250,000/$1,000,000 (Per person or occurrence/annual aggregate)

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 or Errors and Omissions Liability: $1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than $250,000 per person or occurrence and $1,000,000 annual 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 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.
WHEREAS, a proposal to request funding for a program of services to be submitted to Sacramento County has been determined to be in the best interest of (NAME OF AGENCY) by its duly constituted Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the persons named below are authorized to submit such a proposal and to negotiate and execute, on behalf of this corporation, any resulting Agreement and any and all documents pertaining to such Agreement, and to submit claims for reimbursement of other financial reports required by said Agreement.

AND FURTHERMORE, that the signatures recorded below are the true and correct signatures of the designated individuals.

<table>
<thead>
<tr>
<th>AUTHORIZED TO EXECUTE AGREEMENT</th>
<th>AUTHORIZED TO SUBMIT CLAIMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>TITLE</td>
</tr>
<tr>
<td>PRINT NAME</td>
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<tr>
<td>SIGNATURE</td>
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</table>

CERTIFICATION

I certify that I am the duly qualified and acting Secretary of (NAME OF AGENCY), a duly organized and existing (NATURE OF BUSINESS). The foregoing is a true copy of a resolution adopted by the Board of Directors of said corporation, at a meeting legally held on (DATE) and entered into the minutes of such meeting, and is now in full force and effect.

<table>
<thead>
<tr>
<th>DATE</th>
<th>PRINT NAME</th>
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<tbody>
<tr>
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<td>SIGNATURE</td>
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</tbody>
</table>
COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT

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

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

CONTRACTOR hereby certifies that either:

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

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

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

Note: Failure to comply with state and federal reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (866) 901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

_________________       ___________
CONTRACTOR NAME        Date

_________________
Printed Name of person authorized to sign

_________________
Signature
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3)-year period preceding this application/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.

7. Hereby agree to terminate immediately, any subcontractor’s services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

BY: _________________________________ DATE: _______________
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

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

TO CONTRACTOR

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

IV.  **COMPLIANCE WITH LAWS**

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

V.  **GOVERNING LAWS AND JURISDICTION**

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

VI.  **LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING**

A.  CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B.  CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII.  **PERFORMANCE STANDARDS**

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

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

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

XVII. INSURANCE

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

XVIII. INFORMATION TECHNOLOGY ASSURANCES

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

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

XX. **COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY *upon completion of services, on a monthly basis*. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. **LEGAL TRAINING INFORMATION**

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

XXII. **SUBCONTRACTS, ASSIGNMENT**

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

XXIII. AMENDMENT AND WAIVER

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

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

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

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health 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. BUSINESS ASSOCIATE REQUIREMENTS

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

XXXIX. DRUG FREE WORKPLACE

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

XLI. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

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

XLII. CHARITABLE CHOICE 42 CFR PART 54

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

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;

2. CONTRACTOR’s services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);

3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);

5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;

7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary’s objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

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

XLIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.
EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and
«CONTRACTORNAME», hereinafter referred to as “CONTRACTOR”

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.

B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.

B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.

C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY’s consent or the consent of the applicant/recipient.

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

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

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

V. REPORTS

A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.

B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR’s activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

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

VII. GOOD NEIGHBOR POLICY

A. CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy, a copy of which is attached as Exhibit F.

B. If COUNTY finds CONTRACTOR has failed to perform, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within an agreed upon time frame. If CONTRACTOR fails to comply, COUNTY shall take the required corrective action and deduct the actual cost to correct the problem from CONTRACTOR’s claim, when appropriate, to ensure compliance with the Good Neighbor Policy.
VIII. **AUDIT/REVIEW REQUIREMENTS**

A. **Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors**

2 CFR 200.501 requires that 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:
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.

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

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR’s delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor’s resolution for amending this Agreement, whichever is greater; and

2. Funding for the increased contract obligation is available within the Department’s allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

X. BASIS FOR ADVANCE PAYMENT

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR’s designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR’s designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the “Net Budget/Maximum Payment to CONTRACTOR” as indicated in Exhibit C.

C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR’s designee may authorize annual advances of not more than ten percent (10%) of the “Net Budget/Maximum Payment to CONTRACTOR” for each fiscal year as indicated in the Exhibit C.

D. CONTRACTOR’s written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR’s designee may require.

E. All advanced funds shall be offset against reimbursement submitted during the fiscal year, beginning with the third (3rd) month of the fiscal year.

F. COUNTY reserves the right to withhold the total advance amount from any invoice.

G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.
HIV/STD EDUCATION AND PREVENTION
SAMPLE SCOPE OF WORK FORM

Priority Audience(s)/Target Size:
CY 2017: HIV-positive Men who have Sex with Men (MSM) /Target Size = 50.
CY 2018: HIV-positive Men who have Sex with Men (MSM) /Target Size = 55.
CY 2019: HIV-positive Men who have Sex with Men (MSM) /Target Size = 60.

Project Description Summary:
“POSITIVES,” a multi-session evidence-based workshop will be conducted with 50 unduplicated HIV-positive MSM at Agency XYZ. Clients will be referred to the workshops by local HIV testing projects and medical providers and will be recruited at local MSM events and social venues. A peer HIV-positive MSM will be trained on the curriculum and will facilitate the workshops. Workshop topics will include developing skills to cope with HIV related stressors, reducing risky sexual situations, maintaining safer sex practices, and increasing self-efficacy and strategies for disclosing sero-status to sexual partners. Group Level Intervention (GLI) forms will be administered and input into the state LEO database. Incentives, such as condoms, refreshments, and gift cards, will be used to retain the clients for all five of the sessions.

Type of Intervention:
Group–Level Intervention (GLI)

Objective # 1:
By December 31, 2017/2018/2019, Agency XYZ will conduct at least five (5), five session HIV-prevention workshops for 50/55/60 unduplicated HIV-positive MSM (maximum of 10 men per group). At the end of the intervention, 90% of participants (45/50/54) will report an increase in skills in at least two of the following areas: coping with HIV related stressors, reducing risky sexual situations, maintaining safe sex practices, and increasing self-efficacy and strategies for disclosing sero-status to sexual partners. (Objective #1 continued on next page)
**Objective # 1:**

<table>
<thead>
<tr>
<th>Key Activities</th>
<th>Responsible</th>
<th>Timeline</th>
<th>Evaluation Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Recruit, hire, and train Peer Group Facilitator to present POSITIVES workshop.</td>
<td>Executive Director (ED)</td>
<td>03/01/17 - 04/01/17</td>
<td>Process Evaluation Activities:</td>
</tr>
<tr>
<td>2. Secure/tailor curriculum, pre/post tests, evaluations, referral cards, education materials and tracking documents.</td>
<td>Peer Group Facilitator (PGF)</td>
<td>04/01/17 - 06/01/17</td>
<td>Track # of recruitment contacts</td>
</tr>
<tr>
<td>3. Develop flyer, advertisements, referral card promoting workshop series.</td>
<td>PGF</td>
<td>04/01/17 - 06/01/17</td>
<td>Track incentives distributed</td>
</tr>
<tr>
<td>4. Submit curriculum and materials to Sacramento County HIV/STD Prevention Program staff and OA for approval.</td>
<td>PGF</td>
<td>04/01/17 - 06/01/17</td>
<td>Process Evaluation Measures:</td>
</tr>
<tr>
<td>5. Recruit 50 unduplicated HIV-positive MSM at local events, social venues, and from local HIV medical providers and testing projects.</td>
<td>PGF</td>
<td>06/01/17 - 12/31/17</td>
<td>Maintain the following on file:</td>
</tr>
<tr>
<td>6. Conduct five workshop series.</td>
<td>PGF</td>
<td>06/01/17 - 12/30/17</td>
<td>• Workshop sign-in sheets.</td>
</tr>
<tr>
<td>7. Work with clients to develop personal risk reduction plans.</td>
<td>PGF</td>
<td>06/01/17 - 12/30/17</td>
<td>• Promotional materials, advertisements, and incentive tracking logs.</td>
</tr>
<tr>
<td>8. Administer GLI LEO forms, observe role plays, review personal risk reduction plans to evaluate participants behavior change. Track number of referrals kept to services such as Partner Services (PS)</td>
<td>PGF</td>
<td>06/01/17 - 12/30/17</td>
<td>• Curriculum, health education materials developed, and evaluation tools.</td>
</tr>
<tr>
<td>9. Analyze questionnaires and other evaluation tracking tools.</td>
<td>PGF</td>
<td>06/01/17 - 12/30/17</td>
<td>• LEO GLI forms</td>
</tr>
<tr>
<td>10. Submit quarterly reports to County Contract Monitor.</td>
<td>PGF</td>
<td>Quarterly</td>
<td>• List of referrals made</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quarterly</td>
<td>Impact Evaluation Measures:</td>
</tr>
</tbody>
</table>

**Impact Evaluation Activities:**
- By December 31, 2017/2018/2019, Agency XYZ will conduct at least five “POSITIVES" workshops series for 50/55/60 HIV-positive MSM.
- 90% of participants (45/50/54) will report an increase in at least two skill areas: coping with HIV related stressors, reducing risky sexual situations, maintaining safe sex practices, and increased ability to disclose sero-status to sexual partners.

**Impact Evaluation Measures:**
- Demonstrated role plays, client questionnaires, personal risk reduction plans, etc.
Priority Audience(s)/Target Size:
CY 2017: Injection Drug Users (IDU) /Target Size = 40.
CY 2018: Injection Drug Users (IDU) /Target Size = 50.
CY 2019: Injection Drug Users (IDU) /Target Size = 55.

Project Description Summary:
The program will develop a three-session HIV/AIDS risk-reduction and skills-building workshop (HRRSBW) series curriculum. The project will recruit and enroll 40/50/55 unduplicated IDU to receive one-to-one risk reduction counseling and skills building sessions. Counseling session will assist clients with developing strategies to reduce/eliminate needle sharing behaviors, how to secure clean needles and works, safer sex practices and accessing drug and alcohol treatment services. All clients will be linked to or provided HIV/HCV counseling and testing services. Those testing HIV positive will be referred to Partner Services (PS). At three-month follow up, 75% will report a reduction in needle sharing behavior, an increase in utilizing clean needles and condoms, and will report knowing their HIV/HCV status due to having been tested.

Type of Intervention:
Individual-Level Interventions (ILI)

Objective #2:
By December 31, 2017/2018/2019, Agency XYZ will provide 40/50/55 unduplicated IDU with individual level risk reduction/skills building counseling sessions. Each client will receive a minimum of six (6) one-to-one counseling contacts and will develop a personal HIV risk-reduction plan (PRRP). At three-month follow-up, at least 80 percent (32/40/44) of participants will report either a decrease in the numbers of times they shared needles, had unprotected sex, or used injection drugs as measured from baseline. 75% will report having been tested for HIV/HCV. (Objective #2 continued on next page)
<table>
<thead>
<tr>
<th>Objective # 2:</th>
<th>Key Activities</th>
<th>Responsible</th>
<th>Timeline</th>
<th>Evaluation Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Recruit, hire, and train staff to conduct ILI counseling sessions.</td>
<td>Program Coordinator (PC)</td>
<td>CY 2017: 3/01/17-6/01/17</td>
<td>CY 2018: N/A</td>
</tr>
<tr>
<td></td>
<td>2. Develop/secure ILI protocol/curriculum.</td>
<td>PC</td>
<td>CY 2017: 3/01/17-6/01/17</td>
<td>CY 2018: N/A</td>
</tr>
<tr>
<td></td>
<td>3. Submit curriculum and materials to Sacramento County HIV/STD Prevention Program Staff and OA for approval.</td>
<td>PC</td>
<td>CY 2017: 3/01/17-6/01/17</td>
<td>CY 2018: N/A</td>
</tr>
<tr>
<td></td>
<td>4. Acquire incentive items.</td>
<td>ILI Counselor (IC)</td>
<td>CY 2017: 3/01/17-4/01/17</td>
<td>CY 2018: 01/01/18-02/01/18</td>
</tr>
<tr>
<td></td>
<td>5. Conduct ILI sessions</td>
<td>IC</td>
<td>CY 2017: 6/01/17-12/31/17</td>
<td>CY 2018: 01/01/18-12/31/18</td>
</tr>
<tr>
<td></td>
<td>6. Develop personalized risk reduction plans (PRRP) with each workshop participant.</td>
<td>IC</td>
<td>CY 2017: 6/01/17-12/31/17</td>
<td>CY 2018: 01/01/18-12/31/18</td>
</tr>
<tr>
<td></td>
<td>8. Refer to /provide clients HIV/HCV testing services.</td>
<td>IC</td>
<td>CY 2017: 6/01/17-12/31/17</td>
<td>CY 2018: 01/01/18-12/31/18</td>
</tr>
<tr>
<td></td>
<td>10. Three-months after completing last session conduct follow-up with clients as assesses adherence to PRRPs.</td>
<td>PC</td>
<td>CY 2017: 09/01/17-12/31/17</td>
<td>CY 2018: 01/01/18-12/31/18</td>
</tr>
</tbody>
</table>

**Process Evaluation Activities:**
- Track number of IDU contacts

**Process Evaluation Measures:**
Maintain the following on file:

**Impact Evaluation:**
- 40/50/55 IDU will attend at least 6 ILI counseling sessions decrease in behaviors that put them at risk for infection with HIV/HCV.
- At a three-month follow-up least 30 with 80% (32/40/44) will report adherence to their PRRP. 75% will be testing for HIV/HCV

**Impact Measures:**
- Adherence to PRRPs.
- Numbers seeking HIV/HCV testing.
Priority Audience(s)/Target Size:
CY 2017: High risk individuals including MSM, partners of PLWH/A, transgender individuals, high risk women (including sex industry workers) and Injection Drug Users (IDU)/Target Size = 300.
CY 2018: High risk individuals including MSM, partners of PLWH/A, transgender individuals, high risk women (including sex industry workers) and Injection Drug Users (IDU)/Target Size = 400.
CY 2019: High risk individuals including MSM, partners of PLWH/A, transgender individuals, high risk women (including sex industry workers) and Injection Drug Users (IDU)/Target Size = 450.

Project Description Summary:
High risk individuals including MSM, partners of PLWH/A, transgender individuals, high risk women (including sex industry workers) and Injection Drug Users (IDU) will receive HIV/HCV counseling and testing (C&T) services mobile testing van or street based outreach. Individuals will be reached in locations where they reside, socialize or receive other services. Confirmed HIV positive/preliminary positive clients will be linked to medical services and attendance at their first medical visit will be verified. HIV/HCV positive clients will be referred to/provided Partner Services (PS) services for assistance with notifying their sexual or drug using partners of possible HIV exposure. Negative clients will be informed of PrEP/PEP and linked to services, as needed.

Type of Intervention:
Street side and mobile van testing.

Objective #3:  By December 31, 2017/2018/2019, Agency XYZ will conduct C&T services with a minimum of 300/400/450 high-risk MSM, partners of PLWH/A, transgender individuals, high risk women (including sex industry workers) and Injection Drug Users (IDU). All clients confirmed as HIV-positive will be linked to care and treatment and will receive PS. (Objective #3 continued on next page)
### Objective # 3:

<table>
<thead>
<tr>
<th>Key Activities</th>
<th>Responsible</th>
<th>Timeline CY 2017</th>
<th>Timeline CY 2018</th>
<th>Timeline CY 2019</th>
<th>Evaluation Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify community outreach sites frequented by high-risk populations and their sex or needle sharing partners.</td>
<td>C&amp;T Coordinator (C&amp;TC)</td>
<td>03/01/17-05/01/17</td>
<td>As needed.</td>
<td>As needed.</td>
<td>Process Evaluation Activities:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Track number of HIV testing outings</td>
</tr>
<tr>
<td>2. All staff will be trained in appropriate outreach strategies and be certified HIV test counsel by the State of California Office of AIDS.</td>
<td>C&amp;TC</td>
<td>04/01/17-05/01/17</td>
<td>As needed.</td>
<td>As needed.</td>
<td>• Track incentives and promotional items distributed</td>
</tr>
<tr>
<td>3. Identify and obtain incentive and promotional items.</td>
<td>C&amp;TC</td>
<td>04/01/17-05/01/17</td>
<td>01/01/18-02/01/18</td>
<td>01/01/19-02/01/19</td>
<td>Process Evaluation Measures:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• List of recruitment sites.</td>
</tr>
<tr>
<td>4. Identify and obtain educational &amp; risk reduction, supplies, and referral information.</td>
<td>C&amp;TC</td>
<td>04/01/17-05/01/17</td>
<td>01/01/18-02/01/18</td>
<td>01/01/19-02/01/19</td>
<td>• List of outreach dates and times and sites.</td>
</tr>
<tr>
<td>5. Submit any developed material to Sacramento County HIV Materials Review Committee for review.</td>
<td>C&amp;TC</td>
<td>04/01/17-12/31/17</td>
<td>01/01/18-12/31/18</td>
<td>01/01/19-12/31/19</td>
<td>• Promotional materials and incentives.</td>
</tr>
<tr>
<td>6. Schedule C&amp;T dates, times and site locations on a monthly basis.</td>
<td>C&amp;TC</td>
<td>04/01/17-12/31/17</td>
<td>01/01/18-12/31/18</td>
<td>01/01/19-12/31/19</td>
<td>• Health education &amp; risk reduction materials, referral information.</td>
</tr>
<tr>
<td>7. Perform HIV and/or HCV C&amp;T activities with high-risk populations in targeted geographic areas</td>
<td>Test Counselor (TC)</td>
<td>04/01/17-12/31/17</td>
<td>01/01/18-12/31/18</td>
<td>01/01/19-12/31/19</td>
<td>Impact:</td>
</tr>
<tr>
<td>9. Any materials developed will be submitted to Sacramento County HIV/STD Prevention Program staff for review and approval at least two weeks prior to scheduled use.</td>
<td>C&amp;TC</td>
<td>04/01/17-12/31/17</td>
<td>01/01/18-12/31/18</td>
<td>01/01/19-12/31/19</td>
<td>• All clients confirmed as HIV-positive will be linked to care and treatment will be referred to/receive partner services.</td>
</tr>
<tr>
<td>10. Submit quarterly reports to County Contract Monitor.</td>
<td>C&amp;TC</td>
<td>Quarterly</td>
<td>Quarterly</td>
<td>Quarterly</td>
<td>• Negative clients will be educated on PrEP/PEP and linked to services, as needed.</td>
</tr>
</tbody>
</table>

CONTINUE LISTING AS NECESSARY FOR ADDITIONAL OBJECTIVES
## I. PERSONNEL EXPENSES

<table>
<thead>
<tr>
<th>Position Title and Staff Name(s)</th>
<th>Annual Salary</th>
<th>% Time 2017</th>
<th>% Time 2018</th>
<th>% Time 2019</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>Total Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Coordinator (Jenny Doe)</td>
<td>$50,000</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>$12,500</td>
<td>$12,500</td>
<td>$12,500</td>
<td>$37,500</td>
</tr>
<tr>
<td>HIV Test Counselor (Tommy Doe)</td>
<td>$25,000</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
<td>$18,750</td>
<td>$18,750</td>
<td>$18,750</td>
<td>$56,250</td>
</tr>
<tr>
<td>HIV Test Counselor (TBD)</td>
<td>$20,000</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>RRA Facilitator (TBD)</td>
<td>$24,000</td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
<td>$14,400</td>
<td>$14,400</td>
<td>$14,400</td>
<td>$43,200</td>
</tr>
<tr>
<td>RRA Facilitator (TBD)</td>
<td>$21,000</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>$6,300</td>
<td>$6,300</td>
<td>$6,300</td>
<td>$18,900</td>
</tr>
</tbody>
</table>

Subtotal Salaries: $61,950 \(\times 25\%) = $15,488

Benefits: $15,488 \(\times 25\%) = $46,463

(A) Total Personnel Expenses: $77,438 \(\times 25\%) = $232,313

## II. OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>Total Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent ($1,000/month x 12 months)</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$36,000</td>
</tr>
<tr>
<td>Phone/Telecommunications ($75/month x 12 months)</td>
<td>$900</td>
<td>$900</td>
<td>$900</td>
<td>$2,700</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$500</td>
<td>$850</td>
<td>$600</td>
<td>$1,950</td>
</tr>
<tr>
<td>Employee Mileage (2,400 miles @ $0.54/mile)</td>
<td>$1,296</td>
<td>$1,296</td>
<td>$1,296</td>
<td>$3,888</td>
</tr>
<tr>
<td>Incentives ($10/RRA client/session x 5 sessions x 50/55/60 clients)</td>
<td>$2,500</td>
<td>$2,750</td>
<td>$3,000</td>
<td>$8,250</td>
</tr>
<tr>
<td>Employee Training</td>
<td>$1,200</td>
<td>$600</td>
<td>$600</td>
<td>$2,400</td>
</tr>
<tr>
<td>Subcontract (Agency ABC)</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

(B) Total Operating Expenses: $28,396 \(\times 25\%) = $85,188

## III. INDIRECT EXPENSES

(C) Total Indirect Expenses (limited to 15% of Personnel Expenses):

| Indirect Expenses %: 15% | $11,616 | $11,616 | $11,616 | $34,847       |

TOTAL PROGRAM EXPENSES (A+B+C): $117,449 \(\times 25\%) = $352,347
COUNTY OF SACRAMENTO GOOD NEIGHBOR POLICY

PREAMBLE

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

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

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

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

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

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

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

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

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

Provision A. Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.

Provision B. Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.

Provision C. Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.

Provision D. Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.

Provision E. Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.

Provision F. Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.

Provision G. Establish generalized good neighbor practices for high impact facilities, services and projects that include:

- Provision of adequate parking
- Provision of adequate waiting and visiting areas
- Provision of adequate restroom facilities
- Provision for litter control services
- Provision for removal of graffiti
• Provision for control of loitering and management of crowds

• Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards

• Provision for identification of a contact person for complaint resolution

• Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.

• Provision to participate in area crime prevention and nuisance abatement efforts.

Provision H. Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

Provision I. Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.

Provision J. Establish a central point of contact, within the County, for resolving non-compliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trends analysis.

Provision K. Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of the application of the Good Neighbor Policy.

Provision L. Continued non-compliance by contractor to this policy and its provisions may result in contract termination and ineligibility for additional or future contracts.
SAMPLE COUNTY OF SACRAMENTO GOOD NEIGHBOR POLICY

COMPLIANCE PLAN NARRATIVE

Agency XYZ is located in a property managed secure building in the South Sacramento area. The business complex has plenty of safe, well-lit parking spots for our clients and staff.

The building we rent space from is very clean and well kept. Per an agreement with the property management company, they will maintain the landscaping and cleaning of the outside of the building. A staff member of Agency XYZ currently does a twice-monthly walk through of our area of the complex to check for any graffiti, trash, or unsafe conditions. If any issues arise Agency XYZ staff will take care of it as soon as possible. A “No Loitering” sign is currently posted outside of our office door, and is monitored by Agency XYZ staff. Signs are posted prohibiting smoking within 20 feet from an open door or window.

We have met with many of our neighboring businesses, and the businesses in the complex agreed to inform each other of any problems within the business complex, or with any of our respective clients. We are a part of the local neighborhood watch group. Agency XYZ staff will attend any neighborhood meetings that come up to better serve our community.

Our facility is located within a business complex off of a busy street; we do not believe that our organization will contribute to an increase in traffic or noise. In an effort to keep traffic and noise to a minimum in our community, we plan to purchase bus passes as an incentive to our clients to attend our workshops and events.
Within the Agency XYZ office space there is a large and welcoming visiting area for our clients and visitors to wait at. In addition, there are also adequate restroom facilities located inside our office space. The restrooms are clearly marked that they are for clients and visitors only, and not for the general public to use. The restrooms are cleaned once a week by our cleaning service and re-stocked with paper products when needed by Agency XYZ staff.

Occasionally, Agency XYZ hosts events on site at our facility. When this occurs, we give all of our neighboring businesses at least two weeks notice, and we take care of any concerns or objections they may have. We will also receive the proper city permits, if they should be needed.

Agency XYZ plans to post the required Good Neighbor Policy signage in a visible area. Included on the poster are the phone numbers for our site contact and the Good Neighbor Hotline. Any valid complaints that are received will be looked into immediately and take care of as soon as possible.
CDC SUPPORTED EVIDENCE-BASED INTERVENTIONS BY POPULATION
(for more information, go to https://effectiveinterventions.cdc.gov/)

A. PLWH/A
   1. CLEAR
   2. Healthy Relationships
   3. Partnership for Health
   4. WILLOW

B. Adapted for PLWH/A
   1. CONNECT
   2. START

C. MSM
   1. d-up!
   2. Mpowerment
   3. 3MV
   4. POL
   5. PCC
   6. PROMISE
   7. VOICES/VOCES

D. IDU
   1. PROMISE

E. Women
   1. PROMISE
   2. Sister to Sister

F. High-risk Youth
   1. PROMISE

G. General
   1. Safe in the City
   2. RESPECT
ACRONYMS AND GLOSSARY

ACRONYMS

AIDS  Acquired Immune Deficiency Syndrome
C&T  Counseling and Testing
C&TC  Counseling and Testing Coordinator
CDC  Center for Disease Control and Prevention
CIF  Counselor Information Form
CLIA  Clinical Laboratory Improvement Amendments
ED  Executive Director
EIIHA  Early Identification of Individuals with HIV/AIDS
GLI  Group Level Intervention
HCV  Hepatitis C Virus
HIP  High-Impact Prevention
HIV  Human Immunodeficiency Virus
HIV+  HIV Positive
HRRSBW  HIV/AIDS Risk Reduction and Skills Building Workshop
IC  ILI Counselor
IDU  Injection Drug User
ILI  Individual Level Intervention
LEO  Local Evaluation Online
LTC  Linkage to Care
MSM  Men who have Sex with Men
MSM/IDU  Men who have Sex with Men who are also Injection Drug Users
NHAS  National HIV/AIDS Strategy for the United States
NIR  No Identified Risk
NRR  No Reported Risk
OA  California Office of AIDS
PC  Program Coordinator
PEP  Post Exposure Prophylaxis
PGF  Peer Group Facilitator
PLWH/A  People Living With HIV/AIDS
PrEP  Pre Exposure Prophylaxis
PRRP  Personal HIV Risk Reduction Plan
PS  Partner Services
RRA  Risk Reduction Activities
SMART  Specific Measurable Achievable Realistic Time-bound
STD  Sexually Transmitted Disease
TB  Tuberculosis
TBD  To Be Determined
TC  Test Counselor
TG  Transgender
GLOSSARY

CLIA Waived Testing
Entities performing laboratory testing are regulated under the federal Clinical Laboratory Improvement Amendments of 1988 (CLIA). Entities wishing to administer CLIA ‘waived’ tests such as the OraQuick rapid HIV and HCV tests must apply for and receive a CLIA Certificate of Waiver prior to beginning testing.

Counseling and Testing (C&T)
An individualized intervention aimed at informing clients of their current serostatus; increasing understanding of HIV infection; assessing risk of HIV acquisition and transmission; negotiating behavior change to reduce risk of acquiring or transmitting HIV; and providing referrals for additional medical, preventive, and psychosocial needs. Comprehensive C&T interventions include Partner Services (PS) and Linkage to Care (LTC) activities.

High-Impact Prevention (HIP)
By using combinations of scientifically proven, cost-effective, and scalable interventions targeted to populations in geographic areas most affected by the epidemic, this approach promises to increase the impact of HIV prevention efforts—an essential step in achieving the goals of the National HIV/AIDS Strategy (NHAS). This approach is designed to maximize the impact of prevention efforts for the country and specific jurisdictions by decreasing incidence and increasing health equity.

Linkage to Care (LTC)
Linkage to Care is achieved when a newly diagnosed HIV-positive person is seen in a verified medical visit by a healthcare provider (e.g., physician, physician assistant, nurse practitioner) to receive medical care for his/her HIV infection within 90 days of the positive disclosure.

Local Evaluation Online (LEO)
A web based database maintained by the California Office of AIDS used to enter and analyze C&T and RRA data.

Office of AIDS (OA)
A program under the California Department of Public Health which has lead responsibility for coordinating state programs, services, and activities relating to HIV/AIDS.

OA-Approved Rapid Test Kit
Tests approved for use may include:

- **OraQuick Rapid HIV test**
  An oral swab or fingerstick point-of-care test that delivers HIV results in 20 minutes. It was approved for use by the FDA in November 2002, and categorized as “waived” under CLIA in January 2003.

- **OraQuick Rapid HCV (Hepatitis C) test**
  A simple-to-use point-of-care test that delivers HCV antibody test results in 20 minutes.
using a single drop of whole blood. It was approved for use by the FDA in June 2010, and categorized as ‘waived’ under CLIA in November 2011.

- **OraSure collection kit**
  A point-of-care test traditionally used in the field to obtain an oral confirmatory sample for laboratory processing after a preliminary positive result has been delivered.

- **Alere Determine HIV 1/2 Ag/Abs (pending OA approval)**
  A rapid point-of-care test that detects both HIV-1/2 antibodies and the HIV-1 antigen, which can appear 12-26 days after infection. This test is being considered for OA approval.

**Partner Services (PS)**
Partner Services, formerly known as Partner Counseling and Referral Services. Is a systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV so they can avoid infection or, if already infected, can prevent transmission to others.

**Post Exposure Prophylaxis (PEP)**
Antiretroviral (ARV) medication that is taken within 72 hours of potential exposure to HIV to reduce the likelihood of becoming infected. The CDC recommends use only in emergency situations.

**Pre Exposure Prophylaxis (PrEP)**
Refers to an antiretroviral (ARV) medication that can be taken by an HIV negative person before potential HIV exposure to reduce the risk of HIV infection.

**Program Evaluation**
- **Impact Evaluation**
  An evaluation that assesses the overall effectiveness of a program in producing favorable behavioral effects in the target audience. This type of evaluation measures the program’s impact; that is, the scope of its effects and the duration of its outcomes. Its principal purpose is to determine whether changes have occurred over time in the areas defined in the intervention plan and if the changes can be attributed to the program.

- **Process Evaluation**
  Used to study program implementation and an ongoing examination of what is delivered and how it is delivered to clients. A primary function of the process evaluation is to provide data on the extent to which a program’s objectives are achieved. Process evaluations can also answer questions about a program and offer insight into a program’s implementation and management.

**Risk Reduction Activities (RRA)**
- **Individual-Level Intervention (ILI)** – Health education and risk-reduction counseling provided to one individual at a time. ILIs assist clients in making plans for individual behavior change and ongoing appraisals of their own behavior. These interventions also
facilitate linkages to services in both clinic and community settings (e.g., substance abuse treatment settings) in support of behaviors and practices that prevent transmission of HIV, and they help clients make plans to obtain these services.

- **Group-Level Intervention (GLI)** – Health education and risk reduction counseling provided in groups of at least three or more. GLIs assist clients in making plans for individual behavior change and ongoing appraisals of their own behavior. GLIs use peer and non-peer models involving a wide range of skills, information, education, and support.

**SMART Objectives**
A mnemonic guide for setting objectives. SMART objectives are Specific, Measurable, Achievable, Realistic, and Time-Bound.

**Targeted HIV testing**
A testing strategy conducted with people or populations identified as at high risk for exposure to HIV.
RECOMMENDED READING

For more background reading on HIV/AIDS statistics, theories and interventions specific to Education, Prevention and Testing, please reference the following documents:

**CDC and California State Office of AIDS Information:**
- California State Office of AIDS Home Page  
  [http://www.cdph.ca.gov/programs/aids/Pages/OAHomeStd.aspx](http://www.cdph.ca.gov/programs/aids/Pages/OAHomeStd.aspx)
- CDC’s New High-Impact Approach to HIV Prevention Funding for Health Departments: Advancing the National HIV/AIDS Strategy  

**Effective Evidence-Based Interventions and Prevention Theories**
- Compendium of Evidence-Based HIV Behavioral Interventions  
- Approved Evidence-Based Behavioral Interventions  
  [www.effectiveinterventions.org](http://www.effectiveinterventions.org)
- Brief Descriptions of Prevention Theories  
  [http://caps.ucsf.edu/archives/factsheets/theory](http://caps.ucsf.edu/archives/factsheets/theory)
- CDC NPIN - HIV-AIDS - Elements of Successful HIV-AIDS Prevention Programs:  
- Prevention With Positives Best Practices Guide:  
- Recommendations for HIV Prevention with Adults and Adolescents with HIV in the United States  
  [https://stacks.cdc.gov/view/cdc/26062](https://stacks.cdc.gov/view/cdc/26062)

**HIV Counseling and Testing (C&T)**
- Revised Guidelines for HIV Counseling, Testing, and Referral  
- Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings  
  [http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5514a1.htm](http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5514a1.htm)
- Implementing HIV Testing in Nonclinical Settings  
- Quality Assurance Guidelines for OraQuick HIV Testing
  https://stacks.cdc.gov/view/cdc/12250/

**Hepatitis C (HCV)**
- Co-infection with HIV and Viral Hepatitis
  http://www.cdc.gov/hiv/resources/factsheets/hepatitis.htm

- California Department of Public Health Hepatitis C information
  http://www.cdph.ca.gov/healthinfo/discond/Pages/HepatitisC.aspx

**National HIV/AIDS Strategy**
http://www.cdc.gov/hiv/policies/nhas.html
https://www.aids.gov/federal-resources/national-hiv-aids-strategy/overview/