County of Sacramento
Department of Health and Human Services

REQUEST FOR PROPOSALS (RFP) No. DPH020

FOR RYAN WHITE C.A.R.E. PROGRAM

MANDATORY PROPOSERS’ CONFERENCE

Date:  Tuesday, November 29, 2011
Time:  11:00 a.m.
Location: DHHS Primary Care Center,
Conference Room 2020
4600 Broadway, Sacramento, CA

Proposals will only be accepted from agencies with representatives
in attendance at this Mandatory Proposers’ Conference

Review all sections carefully and follow all instructions.

Proposals due no later than 5:00 p.m.
on Monday, January 9, 2012

• 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
## RFP Timeline

<table>
<thead>
<tr>
<th>Date (&amp; Time)</th>
<th>Activity</th>
<th>Location</th>
</tr>
</thead>
</table>
| Wednesday, November 9, 2011           | RFP available to public                       | Adrienne Rogers  
7001A East Parkway, Suite 600B  
Sacramento, CA 95823 |
| Tuesday, November 29, 2011 (11:00 a.m.) | Mandatory proposers’ conference               | DHHS Primary Care Center  
4600 Broadway, Conf Rm 2020  
Sacramento, CA 95823 |
| Monday, January 9, 2012 (no later than 5:00 p.m.) | PROPOSAL DEADLINE Final date & time | Paula Gammell  
DHHS  
7001A East Parkway, Suite 600B  
Sacramento, CA 95823 |
| Tuesday, January 10, 2012             | Open/screen proposals                          | Adrienne Rogers  
DHHS  
7001A East Parkway, Suite 600B  
Sacramento, CA 95823 |
| Tuesday, January 10, 2012             | Financial Screening                            | DHHS  
7001A East Parkway  
Sacramento, CA 95823 |
| Tuesday, January 24, 2012             | Notice of disqualification mailed/emailed      | Adrienne Rogers, 916-875-6211 |
| Tuesday, January 24, 2012             | Notice of insurance deficiencies phone call/emailed | Adrienne Rogers  
DHHS  
7001A East Parkway, Suite 600B  
Sacramento, CA 95823 |
| Tuesday, January 31, 2012 (no later than 5:00 p.m.) | Final date & time to submit corrections of all deficiencies in insurance documentation | Adrienne Rogers  
DHHS  
7001A East Parkway, Suite 600B  
Sacramento, CA 95823 |
| Thursday, February 9, 2012            | Evaluation of written proposals completed      |                                                              |
| Tuesday, February 14, 2012            | Award recommendations posted                   | DHHS  
7001A East Parkway Lobby  
Sacramento 95823 |
<p>| Tuesday, February 14, 2012            | Award recommendations mailed/e-mailed          |                                                              |
| Tuesday, February 21, 2012 (no later than 5:00 p.m.) | Final date to submit written protest of awards | (Director, 7001-A East Parkway, Ste. 1000, Sacramento, CA 95823) |
| Tuesday, March 6, 2012                | Resolution of protest                          |                                                              |</p>
<table>
<thead>
<tr>
<th>SECTION</th>
<th>INTRODUCTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A. PURPOSE</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>B. FUNDING RESTRICTIONS</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>C. SERVICE CATEGORIES ELIGIBLE FOR FUNDING</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>D. SERVICE REQUIREMENTS</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>E. TOTAL AVAILABLE FUNDS</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>F. ELIGIBILITY TO APPLY</td>
<td>12</td>
</tr>
<tr>
<td>SECTION</td>
<td>ADMINISTRATIVE REQUIREMENTS</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>B. RULES GOVERNING COMPETITIVE PROPOSALS</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>C. RIGHTS OF COUNTY</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>D. SCREENING CRITERIA</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>E. RATING PROCESS: GENERAL</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>F. OPPORTUNITY TO PROTEST</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>G. COMMENCEMENT OF WORK</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>H. CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES</td>
<td>19</td>
</tr>
<tr>
<td>SECTION</td>
<td>PROPOSAL REQUIREMENTS/CONTENT</td>
<td>19</td>
</tr>
<tr>
<td>SECTION</td>
<td>EXHIBITS/ATTACHMENTS</td>
<td>22</td>
</tr>
</tbody>
</table>
SECTION 1: INTRODUCTION

A. PURPOSE

1. Ryan White CARE Act Part A funds are to provide direct financial assistance to the Eligible Metropolitan Grant Areas (EMGA) or Transitional Grant Areas (TGA) that have been the most severely affected by the HIV/AIDS epidemic, as well as development of, and support for, a continuum of services for persons with HIV/AIDS. Additional funding by the Ryan White CARE Act is provided for other HIV/AIDS jurisdictions under Part B through a grant from the California State Office of AIDS. Ryan White CARE Act Part A and B funds are hereafter referred to as Ryan White CARE Act funds/funding.

2. All funds are to support HIV/AIDS care and treatment, outreach and limited prevention services.

3. Ryan White CARE Act funds are for HIV/AIDS related services only. Therefore, research, epidemiological and capital projects cannot be funded and will not be considered. Only new programs, current programs, program expansions, and enhancement of existing programs will be considered.

4. Ryan White funds are to be used as "dollars of last resort" by all contractors. Ensuring and documenting that all other avenues of meeting a particular need or providing a particular service must have been explored, and a determination made to be unavailable, prior to use of Ryan White CARE Act funds. This is of utmost importance to ensure that the limited funding available to direct service delivery is broadly used to serve the greatest number of persons living with HIV/AIDS with the greatest needs.

5. The use of Ryan White CARE Act monies to supplant other Federal, State or other funds is strictly prohibited under law. If there is any question regarding the definition of supplanting funds, you are strongly encouraged to speak with a member of the Fiscal Administrative Agent prior to or on the day of the recommended Proposer’s Conference.

6. Ryan White CARE Act monies must be targeted to low-income, uninsured and/or underinsured persons.

7. Special emphasis must be placed on high risk, previously neglected, under-represented populations and those persons who can no longer care for themselves or have no other alternatives.

B. FUNDING RESTRICTIONS

1. Ryan White CARE Act funds are prohibited from being used to replace or supplant funding from any other sources. These Ryan White CARE Act funds are “dollars of last resort.” This cannot be over-emphasized.

2. Funds shall not be used to purchase or improve land, or to purchase, construct or make permanent improvement to any building.

3. Funds shall not be used to pay for automobile parts, repairs, maintenance or health club memberships.

4. Funds shall not be used to make payments directly to recipients of services.

5. Written materials including, but not limited to, newsletters, brochures, pictorials and like documents paid for in total, or in part, with Ryan White CARE Act funds must acknowledge the funding source (if paid for in full or part by Ryan White CARE Act
funds) by stating “This document is provided, in full or part, with Ryan White CARE Act funds”. A copy of all said documents shall be forwarded to the County of Sacramento, Department of Health and Human Services, Ryan White CARE Program Fiscal Administrative Agent, 7001A East Parkway, Suite 600B, Sacramento, CA 95823 for inclusion in documentation for Health Resources and Services Administration (HRSA) that ensures the funding source is being acknowledged.

6. Recipients of grant funds must participate in a community-based continuum of care. A continuum of care is defined as: a comprehensive range of services required by individuals or families with HIV/AIDS in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual or family’s changing needs in a holistic, coordinated, timely and uninterrupted manner, which reduces fragmentation of care.

7. Administrative costs that include overhead and indirect costs shall not exceed ten (10) percent of the sub-total base grant awarded. To add clarity, some of these costs are further defined below:

   a) Administrative Costs: Typical examples of administrative costs include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting (those not directly providing care to persons living with HIV/AIDS). Ryan White CARE Act legislation further defines administrative costs to include: overhead and indirect costs (including indirect cost rates), costs associated with management and oversight activities of specific programs using Ryan White funds and costs associated with program support such as quality assurance, quality control, and related activities.

8. Service Costs: Service costs typically include wages and benefits of employees who provide direct services and the cost of materials, equipment, and supplies used to provide or support that service.

9. Direct Costs: Costs that can be identified specifically with a particular award, project, service, or other direct activity of an organization.

10. Overhead and Indirect Costs: The terms “overhead” and “indirect costs” are often used interchangeably. They usually refer to costs that are for common or joint purposes across the agency. These costs benefit more than one award, project, service or other direct activity of an organization and cannot be readily identified with a particular one. After direct costs have been determined and assigned to a grant and other activities as appropriate, indirect costs are those remaining to be allocated. Rent must be included in the indirect cost category.

11. Indirect Cost Rate: Indirect costs are often charged to a grant by the use of an indirect cost rate. An indirect cost rate is a mechanism for determining, in a reasonable manner, the proportion of indirect costs each program should bear. It is the ratio of the indirect costs to a direct cost base.

12. Funds may not be used to provide for items or services for which payment already has been made, or can be reasonably expected to be made, by third-party payers, including, but not limited to: Medicare, Medicaid, Medi-Cal, other Federal, State, or local entitlement and other programs, health plan coverage, prepaid health plans, private
insurance, family members, and/or personal savings. It is therefore incumbent upon providers to assure that eligible individuals are expeditiously enrolled in Medicaid and/or Medi-Cal and that Ryan White CARE Act funds are not used to pay for any Medicare/Medi-Cal covered services for Medicare/Medi-Cal eligible persons living with HIV/AIDS.

13. Individual, annual aggregate charges to clients receiving Ryan White CARE Act-funded services must conform to set limitations as described in the 2010 Federal Poverty Guidelines (FPG) and in compliance with the spirit of Service Standard SSC05 Eligibility/Share of Cost for Ryan White Services. The term “aggregate charges” applies to the annual charges imposed for all such services under the Ryan White CARE Act without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges for services. This requirement applies to all providers.

14. Individual/Family Annual Gross Income and Total Allowable Annual Charges

<table>
<thead>
<tr>
<th>SIZE OF FAMILY UNIT</th>
<th>100% of FPG*</th>
<th>200% of FPG*</th>
<th>300% of FPG*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$10,830</td>
<td>$21,660</td>
<td>$32,490</td>
</tr>
<tr>
<td>2</td>
<td>$14,570</td>
<td>$29,140</td>
<td>$43,710</td>
</tr>
<tr>
<td>3</td>
<td>$18,310</td>
<td>$36,620</td>
<td>$54,930</td>
</tr>
<tr>
<td>4</td>
<td>$22,050</td>
<td>$44,100</td>
<td>$66,150</td>
</tr>
<tr>
<td>5</td>
<td>$25,790</td>
<td>$51,580</td>
<td>$77,370</td>
</tr>
<tr>
<td>6</td>
<td>$29,530</td>
<td>$59,060</td>
<td>$88,590</td>
</tr>
<tr>
<td>7</td>
<td>$33,270</td>
<td>$66,540</td>
<td>$99,810</td>
</tr>
<tr>
<td>8</td>
<td>$37,010</td>
<td>$74,020</td>
<td>$111,030</td>
</tr>
<tr>
<td>Each Added Person</td>
<td>$3,740</td>
<td>$7,480</td>
<td>$11,220</td>
</tr>
</tbody>
</table>

* Federal Poverty Guidelines

<table>
<thead>
<tr>
<th>INDIVIDUAL/FAMILY ANNUAL GROSS INCOME</th>
<th>TOTAL ALLOWABLE ANNUAL CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal to or below the official poverty line</td>
<td>No charges permitted</td>
</tr>
<tr>
<td>101 to 200 percent of the official poverty line</td>
<td>No charges permitted</td>
</tr>
<tr>
<td>201 to 300 percent of the official poverty line</td>
<td>No charges permitted</td>
</tr>
<tr>
<td>More than 300 percent of the official poverty line</td>
<td>10% or less of gross income</td>
</tr>
</tbody>
</table>

15. Establishing a fee schedule should not result in a bureaucratic system to means-test individuals or families before Ryan White CARE Act supported services are provided. An application that requests information on the annual gross salary of the individual/family should suffice as the baseline by which the maximum fees will be established. The client shall ensure that the information provided is accurate, current and complete. The agency shall have a mechanism or agreement that the client certifies that such information is accurate and true. However, services must be provided in any case without regard to the individual’s ability to pay.
16. For the purpose of providing and supporting services to infants, children and women with HIV/AIDS, including treatment measures to prevent the perinatal transmission of HIV, total grant funds of not less than 18.96% (the percentage constituted by the ratio of the population in the TGA of infants, children and women with AIDS to the general population of persons with AIDS) shall be provided. A system shall be in place to monitor this requirement. This is a TGA requirement and is relayed to Proposers for informational purposes only.

C. SERVICE CATEGORIES ELIGIBLE FOR FUNDING

1. HRSA and the HIV Health Services Planning Council have service category definitions for the Ryan White CARE Program. To assist applicants in applying for funding, the service categories that have been prioritized for funding by the HIV Health Services Planning Council are listed below for the TGA. Unless otherwise noted, the services are to be provided directly to persons living with HIV/AIDS (two service categories allow services to be provided to partners, family members and/or care-givers of persons with HIV/AIDS, as noted below). Each service category listed below is separate and distinct. If a Proposer is applying for funding in more than one category, each category must be addressed separately and distinctly. Copies of Sacramento TGA Service Standards will be available at the Proposer’s Conference and can be accessed electronically at the following web site: http://www.sacramento-tga.com.

Service categories are as follows:

a) **Ambulatory/Outpatient Medical Care:** Services funded under this category include the provision of professional, diagnostic, and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient, community-based and/or office-based facility that is appropriately licensed to provide such services. These services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, documenting medical history, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery and assisting in surgery, continuing care and management of chronic conditions, and referral to and provision of specialty care. Primary Medical Care for the Treatment of HIV Infection includes provisions of care that is consistent with current Public Health Service Guidelines. Such care must include access to antiretrovirals and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

b) **Medical Case Management:** Services funded under this category include a range of client-centered services that link clients with primary medical care, psychosocial and other services to insure timely, coordinated access to medically appropriate levels of health and support services, continuity of care, ongoing assessment of the client's and other family members' needs and personal support systems, and inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate from inpatient facilities.

(1) Key activities include: initial comprehensive assessment of client’s needs and personal support systems; development of a comprehensive, individualized Care Plan; coordination of the services required to implement the Care Plan; client monitoring to assess the efficiency of the Care Plan; and a six month re-
evaluation and revision of the Care Plan as Case Management also may include client-specific advocacy and/or review of utilization of services.

(2) The HIV Health Services Planning Council is currently allocating Medical Case Management Funds in the following four distinctive subcategories:

(a) Child Care Case Management: This service allocation has been designed to support the specific in-home case management assessments required to provide people living with HIV with child-care reimbursement assistance. Contractors must also apply for the direct childcare assistance dollars if they apply for Child Care Case Management funding. Case Management services in this category also are required to be field-based, providing the Case Manager the opportunity to assess the individual needs and living environment of clients requesting child care assistance.

(b) Office-Based Medical Case Management: This sub-category applies to the delivery of Medical Case Management services in a traditional office setting established as the contractor’s regular place of business. The majority of clients in need of medical case management services will be required to seek care during the contractor’s regular business hours and at the place of business. Contractor’s applying for funding in this sub-category must clearly state their intent to provide office-based services.

(c) Field-Based Medical Case Management: This sub-category applies to the delivery of Medical Case Management services in non-traditional settings such as at the home of the client, at homeless shelters, or other where clients may be temporarily located. The majority of clients provided field-based medical case management services will not be required to travel to the contractor’s place of business. The Case Managers will bring the service(s) to them. Contractors applying for funding in this sub-category must clearly state their intent to provide field-based medical case management. Any contractor may apply for Medical Case Management funds under multiple Medical Case Management sub-categories; however, the budget detail must identify the amount of funds being requested for each sub-category.

(d) Minority AIDS Initiative (MAI) Medical Case Management: This sub-category applies to the delivery of Medical Case Management services in three specific manners, directed to specific populations.

The Congressional intent is reflected in the guidance provided regarding selection of organizations and agencies to deliver MAI-funded services. Specifically, the HIV/AIDS Bureau expects grantees to select MAI-funded providers that:

i. are located in, or near to, the targeted community(ies) they are intending to serve;

ii. have a documented history of providing service to the targeted community(ies) to be served;

iii. have documented linkages to the targeted populations, so that they can help close the gap in access to service(s) for highly impacted communities of color; and
iv. provide services in a manner that is culturally and linguistically appropriate.

The Sacramento TGA, as recipient of funds under the MAI, will expend these funds consistent with the legislative intent of the initiative. Specifically, the TGA will enhance current efforts to reach target populations by funding the following three Medical Case Management sub-type services:

i. Street-Side Medical Case Management: Using standards of medical case management as identified above, the goal of this program is to bring African-American and Latino intravenous drug users and substance abuse users into the region’s continuum of care at an earlier stage in their illness, with an emphasis on men. Applicants must demonstrate how they will coordinate medical case management services with existing outreach efforts in order to provide medical case management services immediately at the time of positive testing at a neighborhood clinic and/or other site in high impact neighborhoods.

ii. In-Home Visiting Medical Case Management: The purpose of this program is to improve access to primary medical and psychosocial services to communities of color disproportionately impacted by the HIV/AIDS epidemic in the Sacramento TGA. The stated objectives for this program are to provide In-Home Visitation Medical Case Management services to African American, Latino, Native American and Asian American HIV/AIDS clients with an emphasis on women and pregnant women. The program is designed specifically to assist clients unwilling or unable to obtain medical case management services at walk-in case management sites. The HIV Health Services Planning Council has adopted specific service directives for this program requiring that staff be culturally and linguistically sensitive to the target populations.

iii. Pre and Post Medical Case Management for Inmates: The goal of this program is to provide transitional Medical Case Management to persons with HIV/AIDS about to be incarcerated to, or recently released from incarceration by county jail systems in order to ensure uninterrupted medication adherence, primary medical and support services.

(3) The Medical Case Management Service Standards for Persons Living with HIV/AIDS (Revised March 24, 2010) will be the basis for the delivery of case management services in the Sacramento TGA until such time as it is revised by the HIV Health Services Planning Council.

c) Oral Health Care: Services funded under this category include diagnostic, prophylactic and therapeutic services rendered by dentists, dental hygienists, dental assistants and other appropriately licensed or certified professional practitioners.

d) Mental Health Therapy/Counseling (mental health services): Services funded under this category include psychological and psychiatric treatment and counseling services, by mental health professionals including psychiatrists, psychologists, social workers, and counselors licensed to operate within the State of California.

e) Residential-Based Hospice Care: Services funded under the residential hospice care category include room, board, nursing care, counseling, physician services and
palliative therapeutics provided to patients in the terminal stages of illness in a residential setting, including a non-acute care section of a hospital that has been designated and staffed to provide hospice services for terminal patients.

f) **Substance Abuse Treatment/Counseling (substance abuse services):** Services funded under this category include the provision of treatment and or counseling to address substance abuse issues (including alcohol, legal, and illegal drugs) provided in an outpatient or residential health service setting. Agencies receiving Ryan White CARE Act funding for in-patient substance abuse treatment shall be licensed by the State Department of Alcohol and Drug Programs. Counseling services for Outpatient Substance Abuse Treatment will be administered by a Certified Alcohol and Drug Abuse Counselor, an individual in the process of becoming a Certified Alcohol and Drug Abuse Counselor, or an individual with comparable experience and educational qualifications. Outpatient Treatment Services and Residential Treatment (Detoxification Services only) will be made available to People Living With HIV/AIDS (PLWH) within the Sacramento TGA as funding allows and in accordance with: 1) the client’s individual plan of care; 2) Planning Council guidelines; and 3) Health Resources and Services Administration guidelines. Contractors applying for funding in this category must clearly state their intent to provide outpatient or residential services. Any contractor may apply for funds under multiple substance abuse service categories; however, the budget detail must identify the amount of funds being requested for each sub-category.

g) **Child Care:** Home or community-based childcare assistance designed to provide temporary childcare for HIV+ clients in order to facilitate their attendance at, but not limited to, attending medical appointments, counseling, or other appropriate HIV/AIDS services. This service category does not include respite services designed to relieve the primary caregiver for providing day-to-day care of an HIV+ client or client’s child. Applicants may not apply for this category unless they also apply for the Child Care Case Management service category, as all direct child care funds must be administered through a child care case management program.

h) **Health Insurance Continuation:** A program of financial assistance for eligible individuals with HIV/AIDS to maintain continuity of health insurance. In addition, it may be utilized to receive medical benefits under a health insurance program, including risk pools.

i) **Housing Assistance:** This assistance is limited to short-term or emergency financial assistance to support temporary and/or transitional housing to enable the individual or family to gain and/or maintain medical care. Uses of Ryan White CARE Act funds for short-term or emergency housing must be linked to medical services or be certified by a physician as essential to a client’s ability to gain or maintain access to HIV-related medical care or treatment.

j) **Pediatric Medication Adherence:** Services under this category include counseling and assistance to pediatric clients or their caregivers to improve adherence to HIV/AIDS treatment regimens using Highly Active Antiretroviral Therapy (HAART). This service is intended to augment, not supplant medication adherence support currently available to clients through their primary care service provider.

k) **Emergency Financial Assistance:** Services developed to meet the needs of clients not listed in other support service categories are provided as other critical needs.
Services under this category include provision of medications not covered by the AIDS Drug Assistance Program (ADAP) or any other payer source as prescribed by the primary care physician or psychiatrist of an HIV/AIDS client for conditions (HIV/AIDS, related or not) which negatively impact the client’s health and well-being. This service may be provided as a direct service or via a voucher program. This does not include medications that are dispensed or administered during the course of a regular medical visit.

1) **Medical Transportation:** Conveyance services provided to a client in order to access health care or psychosocial support services. May be provided routinely or on an emergency basis via a voucher program, bus passes, volunteer-based transportation services, agency van, etc.

**D. SERVICE REQUIREMENTS**

All Ryan White CARE Act-funded programs, in any service category, must:

1. Meet a clearly defined unmet need, target population, and/or geographical area based on the service priorities determined by the HIV Health Services Planning Council;
2. Include a plan for ongoing internal monitoring for quality management and program evaluation;
3. Streamline service delivery;
4. Include a plan to ensure that clients who receive services funded by Ryan White CARE Act funds consistently have no other source of funds to seek and pay for services independently (this must be documented semi-annually);
5. Include a plan to demonstrate enhanced cost-effectiveness of services provided through Ryan White CARE Act funding;
6. Include a plan for integration or coordination with existing HIV service providers, as appropriate;
7. Include a plan to ensure access to care for all clients in the geographic area for which you’re applying for funding (i.e., El Dorado, Placer and/or Sacramento County);
8. Include a plan for fiscal viability FY 2012-2014;
9. Include a process plan for appropriate closure with clients and/or termination of services at any time during the Ryan White CARE Act grant period;
10. Include a program plan of outreach to inform low-income individuals with HIV/AIDS of available services and to bring them into care;
11. Include a participation plan in an HIV/AIDS community-based continuum of care;
12. Indicate full participation, acceptance, and pledge to support and cooperate in the provision of internal and external audit reviews to monitor for quality management, program evaluation, and fiscal management, quality management trainings and other necessary meetings as often as deemed necessary by the Fiscal Administrative Agent;
13. Indicate a clear date on which Ryan White CARE Act-funded services will begin once funding is received;
14. Indicate full participation, acceptance, understanding and pledge to support and cooperate in submitting all narrative, financial, and quantitative reports or information as requested by the Ryan White CARE Program Fiscal Administrative Agent.

15. Agree to attend meetings that may be requested by the Fiscal Administrative Agent (e.g., Monthly Mandatory Providers’ Caucus Meetings).

E. TOTAL AVAILABLE FUNDS

1. The Chief Elected Official, the Fiscal Administrative Agent for the Sacramento Region TGA, and the Chairperson of the HIV Health Services Planning Council will be notified in writing of the amount of Federal funds available under Part A for FY 2012/2013. Notification is expected in late-February 2012, after a congressional appropriation that includes the Ryan White CARE Act is signed by the President of the United States. For Fiscal Year 2011-12, approximately $3.6 million, (Part A and Part B funds combined) were available to the Sacramento Region TGA.

2. If approved by the Sacramento County Board of Supervisors, the term of contracts executed as a result of this RFP will run from July 1, 2012 through June 30, 2015. Successful proposers selected for the three-year term will be required to submit contract renewal documents for each fiscal year containing, but not limited to: service delivery goals, objectives, costs and overall budget information. Contract amendments will be performed as necessary in the scope of services and program cost, consistent with available funding from the Ryan White CARE Act and as appropriated by the HIV Health Services Planning Council. Further information will be made available to successful proposers. If the multi-year request is denied by the Sacramento County Board of Supervisors, this RFP cycle will be for the term that is approved.

3. The County of Sacramento reserves the right to make a contract award to one or more applicants. Applicants must be willing to accept a contract term and budget different than reflected in your proposal.

F. ELIGIBILITY TO APPLY:

1. Agencies applying to provide services solicited under the Sacramento Region TGA Ryan White CARE Program RFP DPH020 must meet several qualifications that will be assessed through the contents of the proposal and references. Any application that does not comply with the following qualifications will be disqualified:

   a) Must have a representative at the mandatory proposer’s conference for this proposal.

   b) Must be qualified and eligible to receive an award under applicable statutes and regulations.

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

   d) Services must only be provided to HIV/AIDS residents in El Dorado, Placer, and/or Sacramento Counties, and

   e) Successful proposers must have Internet and email capabilities/access to send and receive information from successful Proposers and send information to the Fiscal Administrative Agent through the web-based SEMAS system (e.g., cumulative monthly summary report, claim/service utilization summary) [If necessary, budget for this capability under “other” in your budget category and provide justification].
f) In addition, Applicants must have one (1) full year of experience providing services to persons with HIV/AIDS; or

g) One (1) full year of experience providing services in the service category to which the applicant responds. This full year of experience must have been concluded no later than July 1, 2011.

h) Must be licensed to do business in the State of CA and cannot be debarred or suspended from receiving Federal funds.

i) Must provide your agency’s most recent Reviewed financial statement or Audited financial statement with your proposal. See Page 20, Item 8. for more information.

2. **Specific Applicant Qualifications for Minority AIDS Initiative (MAI) Funding:** Agencies applying to provide services under the MAI Medical Case Management service category must provide documentation of the following:

a) The ability to provide services in or near to the targeted community they are intending to serve;

b) A successful track record in providing HIV/AIDS services to the targeted community(s) of color;

c) Linkages to the targeted populations so they can help close the gap in access to service for highly impacted communities or color;

d) Cultural and linguistic competency for delivering the proposed services(s) with respect to the target population(s).

3. **Note:** Applicants can draw no more than 60% of their total annual organization's budget from Ryan White funds. Consideration for a waiver of this HRSA requirement may be requested by the Fiscal Agent in individual cases, so interested providers meeting all of the above requirements should indicate if this is the only requirement they do not meet.

**SECTION 2: 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, RYAN WHITE CARE ACT PROGRAM”

5. **BIDS THAT ARE NOT SEALED WILL NOT BE ACCEPTED.**

6. Proposals **must** be received either by mail or by personal delivery to:
   County of Sacramento DHHS, Attn: Paula Gammell, 7001A East Parkway, Suite 600B, Sacramento, CA 95823.

7. Proposals not received by 5:00 PM on the date shown in the RFP timeline at the above address will be rejected. Proposals received by any other office will not be accepted. It is the responsibility of the proposer to submit the proposal by the time and date to the address specified above.

8. **Faxed or emailed submissions will not be accepted.**

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

10. 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).

**C. RIGHTS OF THE COUNTY**

1. The County reserves the right to:
   a) Make a contract award to one or more proposers.
   b) Make awards of contracts for all the services offered in a proposal or for any portion thereof.
   c) 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. The County may also reissue a cancelled RFP.
   d) Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
e) Negotiate changes to proposals and/or proposal submissions.

f) 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 and/or meet the terms of the County contract. County reserves the right to make awards primarily based on priority target population.

g) 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.

h) To determine the amount of resources allocated to the successful proposer(s).

i) Require successful proposer(s) to sign a County contract.

j) Make changes to the County contract boilerplate, as necessary.

D. SCREENING CRITERIA

1. Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The committee will evaluate the proposals based on the evaluation criteria specified in section E and F.

2. 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.

3. Format requirements are found on page 15.

4. Proposal Content requirements are found on page 24.

5. All Financial statements will be screened by an Accounting Manager for the demonstration of financial stability. Financial statements will be screened according to requirements stated in Section 3. A. 8. Financial Statement, on page 20.

6. 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.

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

8. Failure to furnish all information required in this RFP or to follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification by the date shown in the RFP timeline. Proposer may protest screening disqualification by following the rules found on Page 18, “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 Ryan White CARE Program Coordinator. The Ryan White CARE Program Coordinator will forward provider recommendations to the DHHS Director who 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 65% 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>1. Plan for Proposed Services (Narrative and Work Plan)</td>
<td>35 (see “**” below)</td>
</tr>
<tr>
<td>2. Organizational Description</td>
<td>15</td>
</tr>
<tr>
<td>3. Assessment of Need/Target Population(s)</td>
<td>15</td>
</tr>
<tr>
<td>4. Program Costs/Budget/Budget Justification</td>
<td>30</td>
</tr>
<tr>
<td>5. Good Neighbor Policy Narrative of Compliance</td>
<td>5</td>
</tr>
</tbody>
</table>

*Narrative and Work Plans will be given a total maximum score of 35 points for each service category. Scores for Elements 2-5 above will be added to the score for the Narrative and Work Plan (Element #1) to arrive at a possible maximum score of 100 points for each service category.*

5. **Proposals will be evaluated based on the following areas:**

   a) **Plan for Proposed Services [Narrative(s) and Work Plan(s)]: (35 Maximum Points for each service category)**

   (1) Is consistent with the Proposer agency mission and goals;
   (2) The Proposal thoroughly describes how the program will conduct outreach to its target population and coordination with other HIV service providers and key points of entry;
   (3) Clearly describes the priority service area(s) to be addressed;
   (4) Demonstrates knowledge of target population and experience in the community to be served;
   (5) Describes staffing of the proposed program;
   (6) Demonstrates connectedness to the community;
   (7) Describes the outreach and care coordination methods to be used and strategies employed;
   (8) Presents the program goals and objectives;
   (9) Provides baseline data;
   (10) Presents a reasonable scope of activities that can be conducted within the time and resources of the program;
   (11) Describes the sequence of activities;
   (12) Utilizes appropriate personnel/classification to conduct activities;
   (13) Includes outcome measures/evaluation; and
   (14) Makes no unsupported assumptions.
b) **Organizational Description: (15 Maximum Points)**

1. Provides evidence of the Proposer agency’s ability to deliver proposed services as described in the Proposal Narrative and work plan;
2. Demonstrates a record of prior experience with delivering similar or identical services to the target population;
3. Agency demonstrates experience meeting the service delivery goals and objectives;
4. Clearly demonstrates the knowledge, training, and experience staff have in all pertinent areas necessary to deliver the proposed services;
5. Skill level and education requirements of both direct service staff and supervisors are appropriate for the proposed service delivery;

c) **Assessment of Need/Target Population(s): (15 Maximum Points)**

1. Applicant clearly describes findings of any assessments of need for each target population intended to be served including age, ethnicity, gender, income level and county of residence of proposed target populations.
2. Proposal identifies particular service needs of each intended target population.
3. Proposal identifies barriers to accessing care for each target population and explains how their agency will overcome these barriers.
4. Proposal describes agency’s ability to provide tailored services to the target population.
5. Proposal describes how agency will increase access to and provide services for:
   - Persons living with HIV/AIDS not currently in care;
   - Persons with HIV/AIDS who are from diverse ethnic and cultural groups, including those whose primary language is not English.

d) **Program Costs/Budget/Budget Justification: (30 Maximum Points)**

1. Tells the same story as the Proposal Narrative;
2. Is sufficient to perform the tasks described in the Narrative;
3. Presents a specific and realistic plan to obtain future funding to sustain the program;
4. Contains no unexplained amounts for miscellaneous or contingency;
5. Is sufficiently detailed (e.g. all items paid for by other sources, consultants, details non-personnel expenses, etc.);
6. Demonstrates fiscal responsibility and reasonableness; and
7. Budget justification demonstrates sufficient resources to maintain and sustain the program.
8. Provides complete and accurate required budget forms.
e) **Good Neighbor Policy Narrative of Compliance (Exhibit F): (5 Maximum Points)**

   The Compliance Narrative should address the following issues:
   
   (1) Provision of adequate parking for staff and clients.
   (2) Provision of adequate waiting and visiting areas.
   (3) Provision of adequate restroom facilities located inside the facility.
   (4) Implementation of litter control.
   (5) Graffiti removal within 72 hours.
   (6) Participation in area crime prevention and nuisance abatement efforts and be an active member of the program.
   (7) Appropriate signage listing a contact name and phone number on the outside of the facility.

F. **OPPORTUNITY TO PROTEST**

1. Any proposer wishing to protest disqualification in the screening process or protest 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:

      (1) All proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or

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

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

      (4) 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 of this RFP and be submitted to:

   **DHHS Administrative Services Center**
   **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 and time specified in the Timetable. 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 in Item 1 above.

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 be allowed to 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 A is a sample of the County’s agreement boilerplate. The attached boilerplate applies to California Agencies only. Other boilerplates may vary. Attachment B is a sample of the County’s additional provisions to the agreement.

SECTION 3. PROPOSAL REQUIREMENTS

A. PROPOSAL CONTENT:

Proposals must include the following items 1 through 15 in the order specified below: (See referenced exhibits for complete instructions.)

1. RFP Cover Letter, Certification of Intent to Meet RFP Requirements: See Exhibit A. The RFP Cover Letter must be completed 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: See Exhibit B. All items included in the proposal package must be submitted in the order listed on the Proposal Package Checklist.

3. Proposal Narrative: See Exhibit C. The Proposal Narrative must enable an evaluation committee to determine whether the proposal meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete.

4. Budget, Staffing Detail and Budget Narrative: See Exhibit D. Use the templates to provide a budget, staffing detail and budget narrative.
5. **Work Plan:** See Exhibit E. Submit a work plan for the program described in the narrative using the example provided or use as a guideline for formatting.

6. **Good Neighbor Policy Narrative of Compliance:** See Exhibit F. Submit a narrative that will address how the agency will comply with the requirements of the Sacramento County Good Neighbor Policy as it relates to the facilities and services referenced in the proposal.

7. **County of Sacramento Good Neighbor Policy & Statement of Compliance:** See Exhibit G. The Sacramento County Good Neighbor Policy, Sacramento County Resolution Number 2001-1241, was adopted by the Board of Supervisors on October 30, 2001. With each proposal, proposers must complete and include the attached Statement of Compliance with Sacramento County Good Neighbor Policy.

8. **Financial Statement:** Submit your agency’s latest complete reviewed financial statement or 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. 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.

   **Reviewed financial statements** 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** shall be prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles (GAAP).

   **For purposes of responding to this RFP,** a reviewed financial statement will be accepted with your agency’s proposal. If your agency’s proposal leads to a contract award and your agency enters into a contract with Sacramento County DHHS for $200,000 or more for any twelve month period, an audited financial statement will be required for each twelve month period throughout the term of the contract. If your agency’s proposal leads to a contract award and the total amount of your contract, plus the total of all your agency’s existing contracts with DHHS is less than $200,000, a reviewed or audited financial statement will be required for each twelve month period throughout the term of the contract. See Attachment B, “Exhibit D to Agreement,” Item XII. Audit/Review Requirements, for the actual contract language.

   The following items are included in the analysis of all complete financial statements:
   - fiscal ratios
   - financial stability
   - financial statement not more than 24 months old

   Additionally, the following items must be evidenced in all audited financial statements:
   - No adverse auditor opinion
   - No disclaimer of auditor opinion
   - No going concern issues

   This RFP allows for communication between the applicant, 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.

9. **Insurance Requirements:** See Exhibit H. The successful proposer(s) shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements. Please see “Insurance Requirements” for more detail.

10. **Verification of Non-profit Status:** Non-profit organizations must provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board.

11. **Articles of Incorporation (if applicable):** A copy of the organization’s Articles of Incorporation which have been endorsed and filed with the Secretary of State must be included. If an organization is in the process of being incorporated by the California Secretary of State’s Office, a proposal may be submitted contingent upon providing proof of the incorporation process, when completed. Corporations must complete this process prior to execution of a contract.

12. **Resolution by the Agency’s Board of Directors:** See Exhibit I. Resolutions from the agency’s Board of Directors, allowing submission of the proposal, must be submitted.

13. **County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support):** See Exhibit J. When a proposer submits a bid, application or other offer to provide goods or perform services for or on the behalf of the County, the proposer must submit Certification with an original signature.

14. **Certification Regarding Debarment and Suspension:** See 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 is 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. (Exhibit I).

15. **Statement of Compliance, Quality Management and Compliance:** See Exhibit L. Proposer agrees to comply with Quality Management regulations and develop Policy and Procedure to ensure compliance.

(The remainder of this page is intentionally blank.)
SECTION 4. EXHIBITS/ATTACHMENTS

A. **EXHIBITS:** The following exhibits are attached for proposer’s completion and/or information.

   EXHIBIT A: RFP Cover Letter, Certification of Intent to Meet RFP Requirements
   EXHIBIT B: Exhibit Proposal Package Checklist
   EXHIBIT C: Proposal Narrative
   EXHIBIT D: Budget Narrative, Budget and Staffing
      Worksheet A: Sample Program Budget Worksheet
      Worksheet B: Sacramento TGA Units of Service Description
      Worksheet C: Sources of Other Funding
      Worksheet D: Sample: Sources of Other Funding (Informational Only)
   EXHIBIT E: Work Plan Requirements
   EXHIBIT F: Good Neighbor Policy Narrative of Compliance
   EXHIBIT G: County of Sacramento Good Neighbor Policy & Statement of Compliance
   EXHIBIT H: Insurance Requirements
   EXHIBIT I: Proposing Agency’s Board of Directors’ Resolution
   EXHIBIT J: Contractor Certification of Compliance Form
   EXHIBIT K: Certification Regarding Debarment and Suspension
   EXHIBIT L: Certification Regarding Quality Assessment & Quality Management

B. **ATTACHMENTS:** The following attachments are attached for proposer’s information.

   ATTACHMENT A: Sample Agreement Boilerplate
   ATTACHMENT B: Sample Exhibit to Agreement D, “Additional Provisions”
EXHIBIT A

RFP COVER LETTER AND CERTIFICATION OF INTENT TO MEET RFP REQUIREMENTS

TO: RYAN WHITE C.A.R.E. ACT PROGRAM
    7001-A East Parkway
    Sacramento, CA 95823

SUBJECT: Ryan White CARE Act Program:

Name of proposer (Legal business name of entity)

Name, Parent Corporation (if applicable)

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

Proposer’s federal tax identification number

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

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

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
EXHIBIT B

PROPOSAL PACKAGE CHECKLIST

The proposal checklist must be completed and submitted with your proposal. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete. This checklist MUST accompany the proposal as the second page. Include one original proposal with items 1-15 ONLY. Include six copies with items 1-6 ONLY.

CHECKBOX ITEMS

Provide one original and six copies of items 1-7 below:

☐ 1. RFP Cover Letter and Proposer’s Statement/Intent to Meet RFP Requirements. Page 1 of original proposal and all copies. (see Exhibit A)
☐ 2. Proposal Package Checklist (Exhibit B)
☐ 3. Proposal Narrative: (see Exhibit C)
☐ 4. Budget Narrative, Budget and Staffing Detail (see Exhibit D, including Worksheets)
☐ 5. Work Plan (see Exhibit E)
☐ 6. Good Neighbor Policy Narrative of Compliance (Exhibit F) and County of Sacramento
☐ 7. Good Neighbor Policy & Statement of Compliance (see Exhibit G)

Provide one original of items 8-15 below:

☐ 8. Independently Reviewed Financial Statement or Audited Financial Statement
☐ 9. 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
   - OR -
   - Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements
☐ 10. Verification of Non-Profit Status (if applicable)
☐ 11. Articles of Incorporation (if applicable)
☐ 12. Resolution by the agency’s Board of Directors (see Exhibit I)
☐ 13. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support) (See Exhibit J)
☐ 14. Certification Regarding Debarment and Suspension (Exhibit K)
☐ 15. Statement of Compliance Quality Management and Compliance (Exhibit L)

SUBMISSION STANDARDS

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

☐ Attended mandatory proposer’s conference
☐ Original proposal and 6 copies
☐ Original signatures on ALL documents in original proposal
☐ The original and each copy of proposal is secured/bound with binder clip
☐ Proposal submitted in sealed container
☐ Proposal submitted no later than 5:00 p.m. on date shown in RFP timeline
☐ All documents meet format and content requirements
☐ Independently Reviewed Financial Statement or Audited Financial Statement not more than 24 months old included with proposal
☐ Insurance requirements met
The Proposal Narrative must enable a selection committee to make an evaluation to determine whether the Proposal meets the requirements of this RFP. Your complete Proposal is a stand-alone document. Only the information included in the Proposal will be considered in the pre-screening and evaluation processes.

The Proposal Narrative should be concise and clearly written. The Narrative must also be explicit and complete in providing information about the breadth and depth of the agency’s experience and qualifications. Include comprehensive and complete information that is important to know about your agency.

A. PLAN FOR PROPOSED SERVICES

This section requires a Narrative and a Work Plan (Exhibit E) for EACH SERVICE CATEGORY for which your agency is applying for funding.)

NARRATIVE(S)

1. Describe client intake and discharge criteria and procedures.
2. Describe how your agency will ensure that each client has no source of funds other than Ryan White CARE Act funds to support the provision of each service. Provide a written protocol which delineates:
   a) Who will be responsible for determining that no other resources are available to the client;
   b) The means by which the agency designee will ensure that the Ryan White CARE program is “payer of last resort”; and
   c) How the agency will ensure that the “payer of last resort” policy and protocol are consistently followed and documented.
3. Describe how your agency will ensure access to care for all eligible patients in all geographic area(s) for which it is applying for funding.
4. Describe how your agency will coordinate services, referrals and follow-up mechanisms with other community agencies. Explain how this coordination will support the Sacramento TGA Continuum of Care, reduce fragmentation of care, and reduce duplication of services.
5. Describe your agency’s plan for outreach to low-income individuals with HIV/AIDS. Explain how the HIV/AIDS health care and support services your agency provides (with assistance from funding available under the Ryan White CARE Act) will be made accessible to these individuals.
6. Describe how your agency will gather input from persons living with HIV/AIDS in development/expansion/assessment of programs.
7. Describe how your agency's provision of services will be documented back to the client's central file (e.g., back to the case manager, primary medical physician).
Explain the specific mechanisms that will be used to deliver the documentation and ensure its inclusion in the client’s central file.

8. Describe any differences between current and proposed levels of service(s) being provided for each service category in your agency’s application for funding.

9. Describe how the impact of each service on HIV/AIDS clients will be determined. Describe specific outcome measures and the tracking mechanisms for these measures.

10. Describe existing and expanded quality management/continuous quality improvement program and practices. Agency must ensure that a quality program exists and is efficiently utilized. A minimum of three (3) measurable outcomes, objectives, and timelines and corrective action elements must be included for each service category for which you are applying. Objectives shall be client-centered and quality of care driven.

11. Describe process and mechanisms to be used to assess and trend the cost-effectiveness of services provided under Ryan White CARE Act funding.

12. Describe your agency’s confidentiality procedures, guarantees and protocols for protecting client confidentiality.

WORK PLAN(S)

13. Prepare a Work Plan for each service category for which funding is requested. Each Work Plan should describe the scope and organization of proposed services to be delivered, including program goals with correlating measurable objectives. Exhibit E outlines the required content for Work Plans. Refer to the Sacramento TGA Units of Service Description (Exhibit D, Worksheet B) to assist in defining direct service objectives.

   a) Define how progress will be measured toward attaining objectives and how activities will be monitored during the project year.

   b) Provide an implementation plan. Include a timeline of activities to carry out each service.

   c) Describe the specific proposed services to be delivered to each client. Include the average units of service per client (e.g., 10 visits, 10 treatments, 10 nights’ stay, 10 hours of counseling, etc.). Describe how your agency will ensure that service objectives are met.

B. ORGANIZATIONAL DESCRIPTION

1. Describe your agency’s overall mission and goals.

2. State specifically how the provision of services to persons with HIV/AIDS fits into the agency's purpose.

3. Describe your agency's experience in providing services to persons with HIV/AIDS.

4. What collaborative efforts has your agency been involved in regarding services to persons with HIV/AIDS?

5. Provide specific information as to the agency’s geographic service area, and specific scope and type(s) of services provided in each geographic service area.
6. Describe specific experience in proposed service categories, including scope and organization of current program(s). If you are a current provider of HIV/AIDS services, include detailed information on caseload, unduplicated clients and client demographics as of February 28, 2011 or for the previous Ryan White fiscal year in all proposed service categories.

7. Describe the experience and training of current staff specific to delivery of the proposed HIV/AIDS services.

8. Describe why Ryan White CARE Act funds are required to provide the proposed HIV/AIDS service(s), with detailed responses to each of the following items:
   a) What are the sources and the amount of, current funding streams available for HIV/AIDS clients in your agency?
   b) How do the current funding streams meet or not meet the various needs?
   c) Explain how your agency will determine what other funding streams are available to each HIV/AIDS client.
   d) Explain how your agency will document how Ryan White CARE Act funds will be used as “payer of last resort.”
   e) Describe how current services will be augmented, or programs expanded as a result of Ryan White CARE Act funding.
   f) Describe your agency’s fiscal viability beyond the grant period (2012-2014) independent of any future Ryan White CARE Act funding.

C. ASSESSMENT OF NEED / TARGET POPULATION(S)
(Maximum two (2) page narrative for EACH SERVICE CATEGORY for which your agency is applying for funding.)

1. Describe your agency’s process and findings of any assessments of need for each target population intended to be served.

2. List each target population your agency will serve. Include age, ethnicity, gender, income level, County of residence, and HIV/AIDS stage.

3. Identify the particular service needs of each of the intended target populations.

4. Identify barriers to accessing care for each target population, and be specific about how your agency will overcome these barriers.

5. Describe your agency's ability to provide tailored services to the target populations in each County where services will be provided.

6. Describe how your agency will increase access and provide services to:
   a) Persons living with HIV/AIDS not currently in care
   b) Persons with HIV/AIDS who are from diverse ethnic and cultural groups, including those whose primary language is not English.
BUDGET NARRATIVE - PROGRAM COSTS

Required narrative for this section.

1. Complete a Sacramento TGA Units of Service Description, Exhibit D, Worksheet B. The unit cost of service should be the amount of funding necessary to provide a unit of service, taking into account ALL other available funding sources. Remember, Ryan White CARE Act funds are dollars of “last resort.”

2. Complete a Program Budget Worksheet, Exhibit D, Worksheet A for each service category for which your agency is applying for funding. Please follow the format shown in the sample Program Budget Worksheet. If applicant organization intends to subcontract any service, a Program Budget Worksheet and Program Cost Narrative must be included for each proposed sub-contractor.

3. Complete the Sources of Other Funding located in Exhibit D, Worksheet C. This summary should cover the current Fiscal Year 2011 through 2012 and should be your best estimate of funding your agency should receive. Please specify if the services are HIV related or for the general population. The Worksheet provides definitions of programs that fall within each identified service category (i.e. home-based services, other outpatient services, etc.)

4. Prepare a Program Cost Narrative for each service category for which your agency is applying for funding. The Program Cost Narrative should directly correspond to information provided on the Sacramento TGA Units of Service Description, Worksheet B, the Program Budget Worksheet A and the Sources of Other Funding, Worksheet C. The Program Cost Narrative should provide detailed information regarding the data contained in the Sacramento TGA Units of Services Description and the Program Budget Worksheet. The narrative and the worksheets should collectively explain and justify program costs, specifically costs associated with each unit of service to be provided. Allowable budget categories are as follows:

   a) Personnel: List all personnel whose salaries are to be paid in whole or in part (by FTE) with Ryan White funds for the service category. For each position, provide the job title, the last name and first initial of the employee, appropriate license (if applicable), a brief description of the duties and responsibilities as they relate to the Ryan White funded work, annual salary (in full-time equivalents), actual FTE devoted to and paid for by Ryan White CARE Act funding; and the amount to be charged to Ryan White CARE Act funding; (if the position is vacant, indicate such and provide the qualifications for the position and an estimated date when the position will be filled). Please identify any “contract staff” and his/her fringe benefits.

   b) Fringe Benefits: Provide the aggregate amount of fringe benefit, i.e. percentage based on salaries. It is not necessary to provide a break down of calculations for arriving at the amount of fringe benefits.

   c) Travel: All travel must directly benefit the work supported by the Ryan White CARE Act. List all travel anticipated to occur during the project period; be specific about who will travel, where, when and why the travel is necessary. Travel expenses shall not exceed California State Department of Personnel Rates (2011/2012). Travel outside of California is not allowed.
d) **Equipment**: List only equipment that is being purchased. Be specific about what equipment is being purchased, who will use the equipment and why it is necessary to purchase it to accomplish program objectives. A purchase versus lease analysis should be done for large dollar items (over $1,000) and will be considered on a case-by-case basis. Cost sharing must be applied when equipment will be used by other than Ryan White CARE Act activities. Equipment ownership remains with Sacramento County. Note that all equipment purchases over $1,000 must be preauthorized by the Health Resources Services Administration before an agency’s contract may be finalized.

e) **Supplies**: Provide a general description of the types of items classified as supplies. Computer software upgrades should be included in this category, if necessary, and specifically delineated as to which software upgrades will be provided and the basis of need. Computer software ownership remains with Sacramento County.

f) **Other**: This category should include items such as printing, telephone, postage, position vacancy advertising, interpreter fees, internet/email access, and equipment maintenance (items that are not supplies or equipment and are not included in the basis for an indirect cost rate). Be specific in describing each item listed in terms of what it is, who will benefit, and the basis for need. A cost for each item listed must be provided.

g) **Contractual**: Subcontracts may be secured for services only as deemed necessary. Please describe the specific services that will be provided through any subcontracts and provide justification as to why a subcontract is necessary. Indicate the agency intended to be the subcontractor. If a specific agency has not yet been identified, please describe the bidding process your agency will undertake to secure the most cost-effective and highest quality subcontractor. The Fiscal Administrative Agent must receive a copy of any contractual arrangement (contract) made through a subcontractor and has final approval of any subcontractor arrangement. For each subcontract, involving direct services to clients, indicate the number of unduplicated clients to be served, number of units of service to be provided to each client, the cost per unit of service and the total cost of subcontracted services. Any contract your agency has with a sub-contractor shall not be less restrictive than your contract with the County of Sacramento.

h) **Administrative/Overhead and Indirect Costs**: The terms “administrative”, “overhead” and “indirect costs” are often used interchangeably. They usually refer to costs that are for common or joint purposes across the agency. These costs benefit multiple awards, projects, services or other direct activity of an organization that cannot be readily identified with a particular one specifically. After direct costs have been determined and assigned to a grant and other activities, as appropriate, indirect costs are those remaining to be allocated. The indirect cost rate shall not exceed (10%) ten percent and shall be taken into account when calculating the unit cost of service. Rent must be included in this 10% indirect cost limitation.

i) **Consultants/Subcontractors Qualifications**: If the use of consultants or subcontractors is contemplated, identify the number of consultants/subcontractors, their names and titles, and describe the services each will provide. Information must include the purpose/function, amount to be subcontracted, and the basis for payment (i.e. cost/day, cost/service unit).
**EXHIBIT D: WORKSHEET A**

**SAMPLE PROGRAM BUDGET WORKSHEET**

<table>
<thead>
<tr>
<th>BUDGET CATEGORY:</th>
<th>MEDICAL CASE MANAGEMENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROJECT COORDINATOR, (E. Orange) (1 FTE x 100%) Supervision of 1 Health Program Coordinators, 2 management assistants. Responsible for the preparation and monitoring of AIDS Agency Office budgets, handling personnel issues and coordinates data management projects involving contractors</td>
<td>$40,765</td>
<td></td>
</tr>
<tr>
<td>MEDICAL CASE MANAGERS (6 positions) (M. Purple, L.C.S.W) (1 FTE x 100%) (M. Yellow) (1 FTE x 100%) (E. Gray)(M.F.C.C.) (1 FTE x 50%) (E. Green) (1 FTE x 50%) These positions provide medical case management services to HIV+ clients using a field-based model. Provide client assessment, care plans and evaluation to create and maintain client access to appropriate medical care.</td>
<td>$30,006 $30,006 $15,003 $15,003</td>
<td></td>
</tr>
<tr>
<td>OFFICE ASSISTANT, (T. Red) (1 FTE x 100%) This position assists in contract development, contract compliance, client Intake procedures, invoicing and payment, phone, reception.</td>
<td>$21,192</td>
<td></td>
</tr>
<tr>
<td>Subtotal Personnel Costs</td>
<td>$151,972</td>
<td></td>
</tr>
<tr>
<td>FRINGE BENEFITS @ 25% Personnel Costs</td>
<td>$37,993</td>
<td></td>
</tr>
<tr>
<td>PERSONNEL BUDGET TOTAL</td>
<td>$189,965</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td>Cost</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>Local travel @ $0.51/mile x 1,728 miles x 6 persons. Local staff travel for field-based case medical case management services.</td>
<td>$5,288</td>
</tr>
<tr>
<td>Total Travel</td>
<td></td>
<td>$5,288</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>General consumable office and program supplies</td>
<td>$1,500</td>
</tr>
<tr>
<td>Total Supplies</td>
<td></td>
<td>$1,500</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>Phone Lease, Copier Lease, Postage Machine</td>
<td>$1,500</td>
</tr>
<tr>
<td>Total Equipment</td>
<td></td>
<td>$1,500</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>Bookkeeper: prepare accounts for vouchers and RW billing</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>Maintenance agreement for equipment service</td>
<td>$500</td>
</tr>
<tr>
<td>Total Contractual</td>
<td></td>
<td>$5,500</td>
</tr>
<tr>
<td>OPERATING</td>
<td>Postage</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>Advertising: to fill personnel vacancies.</td>
<td>$75</td>
</tr>
<tr>
<td></td>
<td>Telephone: local and long distance, and Internet access time. All means necessary to communicate with clients, the community, grantor, and to obtain HIV/AIDS information.</td>
<td>$700</td>
</tr>
<tr>
<td></td>
<td>Copying/Printing</td>
<td>$700</td>
</tr>
<tr>
<td></td>
<td>Insurance</td>
<td>$1,500</td>
</tr>
<tr>
<td>Total Other</td>
<td></td>
<td>$3,475</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td></td>
<td>$207,228</td>
</tr>
</tbody>
</table>
INDIRECT COSTS (cannot exceed 10%)
The Department of Health charges for processing payroll and personnel actions. The indirect rate is 14%, but the DOH has agreed to accept 10% (includes building maintenance, utilities, administrative personnel and payroll administration. Rent charges must be included in Indirect costs.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIRECT COSTS</td>
<td>$20,723</td>
</tr>
<tr>
<td>TOTAL COSTS</td>
<td>$227,951</td>
</tr>
</tbody>
</table>
### SACRAMENTO TGA UNITS OF SERVICE DESCRIPTION

**AGENCY:**

<table>
<thead>
<tr>
<th>SERVICE CATEGORY</th>
<th>Service Code</th>
<th>Unit of Service Description</th>
<th>UDC Estimate</th>
<th>Units of Service Estimate</th>
<th>Cost Per Unit</th>
<th>Total Funding Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulatory Medical Care-Priority 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01005</td>
<td>1</td>
<td>20-minute primary care visit with Health Care Provider</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01006</td>
<td>1</td>
<td>20-minute specialty care visit with Health Care Provider</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01007</td>
<td>1</td>
<td>Medication adherence session in conjunction with medical visit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01008</td>
<td>1</td>
<td>Vendor paid HCP primary care dollar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01009</td>
<td>1</td>
<td>Vendor paid HCP specialty care dollar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01010</td>
<td>1</td>
<td>Vendor paid lab visit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01011</td>
<td>1</td>
<td>Vendor dollar for viral load lab test</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01012</td>
<td>1</td>
<td>Vendor dollar for genotype/phenotype lab test</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11051</td>
<td>1</td>
<td>Medication adherence session - Pediatric</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAP/Prescription Medication - Priority 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental Care- Priority 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02001</td>
<td>1</td>
<td>Dental care visit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02002</td>
<td>1</td>
<td>Vendor paid dollar for dental visit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Medical Case Management - Priority 4

<table>
<thead>
<tr>
<th>Service Code</th>
<th>Units of Service Estimate</th>
<th>Cost Per Unit</th>
<th>Total Funding Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>14011</td>
<td>1 15-minute Medical C.M. face to face encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14012</td>
<td>1 15-minute Medical C.M. other encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14020</td>
<td>1 15-minute Medical C.M. Field-based face to face encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14021</td>
<td>1 15-minute Medical C.M. Field-based other encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14022</td>
<td>1 15-min Field Childcare face-to-face encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14023</td>
<td>1 15-min Field Childcare other encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14024</td>
<td>1 15-minute MAI Medical Case Management face to face encounter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14025</td>
<td>1 15-minute MAI Medical Case Management other encounter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Mental Health Therapy / Counseling - Priority 5

<table>
<thead>
<tr>
<th>Service Code</th>
<th>Unit of Service Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>03001</td>
<td>1 hour adult individual - psychological</td>
</tr>
<tr>
<td>03020</td>
<td>1 hour child individual - psychological</td>
</tr>
<tr>
<td>03030</td>
<td>1 hour individual family/significant other counseling</td>
</tr>
<tr>
<td>03040</td>
<td>1 30-minute adult individual – psychiatric</td>
</tr>
<tr>
<td>03041</td>
<td>1 30-minute child individual – psychiatric</td>
</tr>
<tr>
<td>03042</td>
<td>1 90-minute group</td>
</tr>
<tr>
<td>03045</td>
<td>1 vendor paid dollar for individual-psychological visit</td>
</tr>
<tr>
<td>03047</td>
<td>1 vendor paid dollar for psychological group visit</td>
</tr>
</tbody>
</table>

### Medical Transportation - Priority 6

<table>
<thead>
<tr>
<th>Service Code</th>
<th>Unit of Service Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11025</td>
<td>1 vendor paid transportation dollar</td>
</tr>
<tr>
<td>11050</td>
<td>1 one-way trip</td>
</tr>
<tr>
<td>SERVICE CATEGORY</td>
<td>UDC Estimate</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Substance Abuse Treatment-Outpatient - Priority 7</td>
<td></td>
</tr>
<tr>
<td>08001</td>
<td>1 addiction assessment</td>
</tr>
<tr>
<td>08005</td>
<td>1 hour outpatient counseling</td>
</tr>
<tr>
<td>08006</td>
<td>1 90-minute group counseling</td>
</tr>
<tr>
<td>08007</td>
<td>1 hour individual family/significant other counseling</td>
</tr>
<tr>
<td>08022</td>
<td>1 family/significant other 90-minute group counseling</td>
</tr>
<tr>
<td>Medical Nutritional Therapy - Priority 9</td>
<td></td>
</tr>
<tr>
<td>23001</td>
<td>1 15 minute Medical Nutritional Therapy face-to-face encounter</td>
</tr>
<tr>
<td>23002</td>
<td>1 15 minute medical Nutritional Therapy other encounter</td>
</tr>
<tr>
<td>Residential Hospice Care - Priority 10</td>
<td></td>
</tr>
<tr>
<td>05004</td>
<td>1 24-hour day of hospice care</td>
</tr>
<tr>
<td>Housing - Priority 11</td>
<td></td>
</tr>
<tr>
<td>11016</td>
<td>1 vendor paid lodging dollar</td>
</tr>
<tr>
<td>Emergency Financial Assistance - Priority 12</td>
<td></td>
</tr>
<tr>
<td>11029</td>
<td>1 other critical need dollar</td>
</tr>
<tr>
<td>Child Care / Respite Care - Priority 13</td>
<td></td>
</tr>
<tr>
<td>11026</td>
<td>1 vendor paid child care dollar</td>
</tr>
<tr>
<td>Substance Abuse Treatment-Residential - Priority 14</td>
<td></td>
</tr>
<tr>
<td>08002</td>
<td>1 physical assessment</td>
</tr>
<tr>
<td>08004</td>
<td>1 hour of residential detoxification services</td>
</tr>
</tbody>
</table>
## EXHIBIT D WORKSHEET C

### SOURCES OF OTHER FUNDING

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Target Population</th>
<th>Service Funded</th>
<th>Home or Community -Based Support Services</th>
<th>Ambulatory/Outpatient Medical Care</th>
<th>Substance Abuse and/or Mental Health Treatment Services</th>
<th>Oral Health Care</th>
<th>Other Outpatient or Community based Primary Medical Care Services</th>
<th>State AIDS Drug Assistance Program</th>
<th>GRAND TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Children's Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>California Endowment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County AIDS Master Grant (HIV Educ &amp; Testing)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Alcohol &amp; Drug-AOD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Court-Ordered AIDS Testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Medically Indigent Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Mental Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Drug Rebates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>EAPC Tobacco-Federal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Fundraising</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HUD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Medi-Cal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Medi-Care</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Private Foundations (list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Catholic Health Care West</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Sutter Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Bunnell Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Kaisser Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Susan G. Komen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Blue Sheild</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Category</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Fees</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White SPNS</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part A</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part B</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part C</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part D</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White-HOPWA</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part A MAI</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part B MAI</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAMSHA</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Transitional Medical Case Management Program-Recent Release</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Reimbursements (Insurances, etc)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University AETC</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University AIDS Research Program</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Federal (List)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Probation</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Local (List)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Probation</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other State (List)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office of Family Planning</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (List)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTALS:</strong></td>
<td><strong>0</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Service Category Definitions:

<table>
<thead>
<tr>
<th><strong>Home and Community-Based Services:</strong> This service category includes funds available to serve persons/families with HIV/AIDS, by funding source, to provide:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buddy Companion programs;</td>
</tr>
<tr>
<td>Medical Case Management/Case Management</td>
</tr>
<tr>
<td>Child Welfare services;</td>
</tr>
<tr>
<td>Client Advocacy</td>
</tr>
<tr>
<td>Day care/respite care (for children or adults)</td>
</tr>
<tr>
<td>Emergency Financial Assistance</td>
</tr>
<tr>
<td>Food and Nutrition services (home delivered meals, food banks, nutritional supplements, Licensed Nutritional Counseling)</td>
</tr>
<tr>
<td>Housing Services</td>
</tr>
<tr>
<td>Outreach Services</td>
</tr>
<tr>
<td>Partner/Counseling and Referral Services</td>
</tr>
<tr>
<td>Transportation</td>
</tr>
</tbody>
</table>

| **Ambulatory/Outpatient Medical Care:** Includes funding to provide ambulatory outpatient medical care, labs and medications |

| **State AIDS Drug Assistance Program** - Includes funds available to support the State ADAP |

<table>
<thead>
<tr>
<th><strong>Other Outpatient/Community-Based Primary Medical Care Services:</strong> Includes the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home primary medical care</td>
</tr>
<tr>
<td>Residential Hospice services</td>
</tr>
<tr>
<td>Rehabilitation services</td>
</tr>
<tr>
<td>Other outpatient/community-based healthcare services not included in the service categories listed above.</td>
</tr>
<tr>
<td>Substance Abuse Services/Mental Health includes the following</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Outpatient Substance Abuse Treatment</td>
</tr>
<tr>
<td>Substance Abuse Residential Services</td>
</tr>
<tr>
<td>Outpatient Mental Health Counseling</td>
</tr>
<tr>
<td>Outpatient Mental Health Groups</td>
</tr>
<tr>
<td>Outpatient Psychiatric Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Oral Health Care includes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Dental Care</td>
</tr>
</tbody>
</table>
## EXHIBIT D WORKSHEET D

### SAMPLE: SOURCES OF OTHER FUNDING

(Informational Only)

**AGENCY NAME:** HAPPY HOUSE  
**FISCAL YEAR:** July 2011-June 2012 (Anticipated Funding)

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Target Population</th>
<th>Service Funded</th>
<th>2011 Home or Community-Based Support Services</th>
<th>2011 Ambulatory/Outpatient Medical Care</th>
<th>2011 Substance Abuse and/or Mental Health Treatment Services</th>
<th>2011 Oral Health Care</th>
<th>2011 Other Outpatient or Community based Primary Medical Care Services</th>
<th>2011 State AIDS Drug Assistance Program</th>
<th>2011 GRAND TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Children's Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>California Endowment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County AIDS Master Grant (HIV Education &amp; Testing)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Alcohol &amp; Drug-AOD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Court-Ordered AIDS Testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>County Medically Indigent Program</td>
<td>HIV/AIDS Indigent Adults</td>
<td>Medical Care</td>
<td>150,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>County Mental Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Drug Rebates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>EAPC Tobacco-Federal</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Fundraising</td>
<td>HIV/AIDS Adults</td>
<td>General Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>97,200</td>
</tr>
<tr>
<td>HUD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Medi-Cal</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>90,000</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90,000</td>
</tr>
<tr>
<td>Medi-Care</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>206,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>206,000</td>
</tr>
<tr>
<td>Private Foundations (list)</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>50,000</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------</td>
<td>--------------</td>
<td>--------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Catholic Health Care West</td>
<td></td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sutter Foundation</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercy Hospital</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bunnell Foundation</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kaiser Foundation</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susan G. Komen</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue Sheild</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Fees</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White SPNS</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part A</td>
<td>HIV/AIDS Adults</td>
<td>Mental Health, Oral Health, Substance Abuse, Critical Need, Case Mgmt</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>300,000</td>
<td></td>
<td>300,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part B-SAM</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care /Lab</td>
<td>100,000</td>
<td>500,000</td>
<td>600,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part C</td>
<td>HIV/AIDS Adults</td>
<td>Medical Care, Mental Health, Case Mgmt, Pharmacy</td>
<td>60,000</td>
<td>100,000</td>
<td>100,000</td>
<td>260,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part D</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White-HOPWA</td>
<td>HIV/AIDS Adults-</td>
<td>Housing/ Support</td>
<td>100,000</td>
<td></td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source</td>
<td>HIV/AIDS</td>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>--------------</td>
<td>--------------------------------------------------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White-HOPWA Shelter plus Care</td>
<td>Adults</td>
<td>Intensive/ Home Care Mgmt</td>
<td>35,750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part A MAI</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan White Part B MAI</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAMSHA</td>
<td>Adults</td>
<td>Substance Abuse, Mental Health</td>
<td>10,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Transitional Medical Case Management Program-Recent Release</td>
<td>Adults-Post Incarceration</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Reimbursements (Insurances, etc)</td>
<td>Adults</td>
<td>Medical Care</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University AETC</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University AIDS Research Program</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Federal (List)</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Probation</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Local (List)</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Probation</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other State (List)</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office of Family Planning</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (List)</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Income</td>
<td>Adults</td>
<td>General Funds</td>
<td>18,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAP</td>
<td>Adults</td>
<td>Prescriptions</td>
<td>775,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AB1367</td>
<td>Adults</td>
<td>Prescriptions</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS:</td>
<td></td>
<td></td>
<td>2,696,950</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                      | 0 | 0 | 295,750 | 1,101,000 | 210,000 | 100,000 | 0 | 775,000 | 2,696,950 |
### Service Category Definitions:

**Home and Community-Based Services:** This service category includes funds available to serve persons/families with HIV/AIDS, by funding source, to provide:

- Buddy Companion programs
- Medical Case Management/Case Management
- Child Welfare services
- Client Advocacy
- Day care/respite care (for children or adults)
- Emergency Financial Assistance
- Food and Nutrition services (home delivered meals, food banks, nutritional supplements, Licensed Nutritional Counseling)
- Housing Services
- Outreach Services
- Partner/Counseling and Referral Services
- Transportation

**Ambulatory/Outpatient Medical Care:** Includes funding to provide ambulatory outpatient medical care and medications

**State AIDS Drug Assistance Program** - Includes funds available to support the State ADAP.

**Other Outpatient/Community-Based Primary Medical Care Services:** Includes the following:

- Home primary medical care
- Residential Hospice services
- Rehabilitation services

Other outpatient/community-based healthcare services not included in the service categories listed above.

**Substance Abuse Services/Mental Health includes the following**

- Outpatient Substance Abuse Treatment
- Substance Abuse Residential Services
- Outpatient Mental Health Counseling
- Outpatient Mental Health Groups
- Outpatient Psychiatric Services

**Oral Health Care includes**

- Outpatient Dental Care

Exhibit D, Page 16 of 16
EXHIBIT E

WORK PLAN REQUIREMENTS

A. Work Plan Instruction

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

2. Complete your Work Plans in the format provided below. A Work Plan may be one to three pages maximum, depending on the number of goals you have.

B. Work Plan Components

The Work Plan will include the following components:

1. Goals: Provide a clear and detailed description of your project’s goals.

2. Strategies:
   a) For each goal, write a specific, measurable strategy. Strategies must clearly state the expected measurable outcome that will be promoted in the target population(s). One goal may have multiple strategies; number each strategy consecutively.
   b) The strategy must answer the following questions:
      (1) Who will you work with?
      (2) How many will participate?
      (3) What activities will be conducted?
      (4) What will be accomplished and with what expected Outcome Success Rate?
      (5) When will the activity take place (within a timeframe)?

3. Activities
   a) List the specific activities to be implemented to accomplish each strategy. Include activities such as staff hiring, developing curricula, conducting outreach or training, implementing activities, etc.
   b) If subcontractors or consultants are used, state the services they will provide.

4. Target Group(s): Identify the population(s) that will participate in the identified activities, as appropriate.

5. Timeline: Write the starting and completion dates for each activity. A date or time period must be specified (e.g. 03/01/2012 – 06/30/2012).


7. Short-term Outcomes.
WORK PLAN SAMPLE

Agency Name
Work Plan
Term: July 1, 2012 - June 30, 2013

Project Goal 1: This program will provide mental health counseling to children who have been victims of abuse or neglect and who are having behavioral problems at school.

Strategy A: By June 30, 2013, Agency XYZ will conduct mental health counseling sessions with 40 elementary school-aged children referred by schools. 75% will report a decrease in behavioral problems at school.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Target Group</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hire Therapist</td>
<td>N/A</td>
<td>7/1/12 – 7/31/13</td>
</tr>
<tr>
<td>2. Conduct initial assessments</td>
<td>Elementary school-aged children</td>
<td>8/1/12 – ongoing</td>
</tr>
<tr>
<td>3. Conduct bi-monthly therapy sessions</td>
<td>Elementary school-aged children</td>
<td>8/1/12 – ongoing</td>
</tr>
<tr>
<td>4. Conduct post-assessments</td>
<td>Elementary school-aged children</td>
<td>1/1/13 – ongoing</td>
</tr>
<tr>
<td>5. Interview teachers to further assess impact</td>
<td>Elementary school-aged children</td>
<td>1/1/13 - ongoing</td>
</tr>
</tbody>
</table>

Evaluation
Strategy A Process
1. List of staff and qualifications on file
2. Assessment tools developed and on file
3. Client participation record, demographics and behavior on file
4. All counseling sessions documented

Short-Term Outcomes
1. By June 30, 2013, 40 elementary school-aged children who have experienced abuse and who are having behavioral problems at school will receive bi-monthly counseling services.
2. 75% of participants show a decrease in behavioral problems at school, as measured by post-assessment scores and teacher interviews.
EXHIBIT F

GOOD NEIGHBOR POLICY NARRATIVE OF COMPLIANCE

1. Explain how the agency will comply with the requirements of the Sacramento County Good Neighbor Policy as it relates to the facilities and services referenced in the proposal.
2. See Exhibit G for more information.
3. Narrative should be no more than 1 page.
EXHIBIT G

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 wellbeing 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.
EXHIBIT G

Good Neighbor Policy

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 or 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 co-location 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 expeditiously.

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 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 project 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 provision may result in contract termination and ineligibility for additional or future contracts.
EXHIBIT G

STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY GOOD NEIGHBOR POLICY

CONTRACTORS SUBMITTING PROPOSALS SHALL CERTIFY THAT:

1. 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:
   a) Provision of parking adequate for the needs of its employees and service population;
   b) Provision of adequate waiting and visiting areas;
   c) Provision of adequate restrooms facilities located inside the facility;
   d) Implementation of litter control services;
   e) Removal of graffiti within seventy-two hours;
   f) Provision for control of loitering and management of crowds;
   g) Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
   h) Participation in area crime prevention and nuisance abatement efforts; and
   i) 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.

2. 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.

3. Contractor shall comply with all applicable public nuisance ordinances.

4. 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.

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

PRINTED NAME

AGENCY’S NAME

SIGNATURE

DATE

Exhibit G, Page 4 of 4
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 coverage’s. **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 APPLICANTS’ INSURANCE SUBMISSION, APPLICANT WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY REQUIRED DOCUMENTATION TO THE COUNTY.** Applicants will be notified via phone call and/or e-mail regarding any deficiencies in the insurance submission.

Certificate holder or additional insured proof is not required as part of this RFP. However, it will be required when a contract is offered.

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.

For purposes of this RFP, the best course is to provide the sample insurance exhibit to your insurance agent or broker with a request for a certificate of insurance to certify the coverage currently in force for your agency. For purposes of this RFP, the certificate is for informational purposes only.

Contact Diana Titus, at (916) 875-1982, for any further information regarding insurance coverage.
EXHIBIT H

COUNTY OF SACRAMENTO

EXHIBIT __ To Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as “COUNTY”,
and (CONTRACTOR NAME)
hereinafter referred to as “CONTRACTOR”

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting contractor’s indemnification, contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the 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.

VERIFICATION OF COVERAGE

Contractor shall furnish the COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provide 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 the COUNTY and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the COUNTY before performance commences. The COUNTY reserves the right to require that contractor provides complete, certified copies of any policy of insurance offered in compliance with these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. General Liability: Insurance Services Office’s Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

1. 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.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.


4. Professional Liability or Errors and Omissions Liability insurance appropriate to the contractor’s profession.

5. 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 coverage 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.

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: $2,000,000
   Personal & Adv. Injury: $1,000,000
   Each Occurrence: $1,000,000
   Fire Damage: $100,000

   Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

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 occurrence and aggregate.
DEDUCTIBLES AND SELF-INSURED RETENTION
Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by the COUNTY.

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

OTHER INSURANCE PROVISIONS
The insurance policies required in the 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 the COUNTY and the general public are adequately protected.
   2. Maintenance of Insurance Coverage: The contractor shall maintain all insurance coverage 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. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days’ written notice for cancellation or notice for non-renewal has been given to the COUNTY. For non-payment of premium 10 days’ prior written notice of cancellation is required.

COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY
A. Additional Insured Status: The 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 the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no additional endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
B. Civil Code Provision: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

D. Severability of Interest: The 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.

E. Subcontractors: contractor shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

**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.

**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 the 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 the contractor.

**PROPERTY**

A. Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the contractor in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

B. Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the contractor in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

**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.
EXHIBIT I

**SAMPLE**

| RESOLUTION NO. ____________  BY THE BOARD OF DIRECTORS |

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 (LEGAL 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.

AUTHORIZED TO EXECUTE AGREEMENT  AUTHORIZED TO SUBMIT CLAIMS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINT NAME</td>
<td>PRINT NAME</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>SIGNATURE</td>
</tr>
</tbody>
</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>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
<td></td>
</tr>
</tbody>
</table>

Exhibit I, Page 1 of 1
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 SIGNATURE  PRINTED NAME  DATE
EXHIBIT K

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/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

«Contractor Name»

BY: _________________________________ DATE: ________________
STATEMENT OF COMPLIANCE
QUALITY MANAGEMENT AND COMPLIANCE

IF AWARDED THE CONTRACT, applicant will be required to submit Quality Management and Compliance plans as follows:

Quality Management and Compliance policies and procedures and internal administrative controls are critical to prevent fraud, abuse and ensure appropriate quality of care, billing accuracy and fiscal integrity. Contractor shall demonstrate ability to:

QUALITY MANAGEMENT:

1. Meet site certification standards for State / county and funding sources for delivering services.
2. Analyze, resolve and respond to consumer grievances and complaints and County time sensitive requests for corrective actions.
3. Establish and track selected benchmarks and work plans meaningful to County Quality Management, agency and program quality improvement goals.
4. Conduct internal utilization review and participate in county utilization review/peer review processes.
5. Participate in system wide or community Quality Improvement Committees and other quality improvement studies and system-wide activities.
6. Monitor quality or client care in all elements of program design.
7. Establish internal protocols for reporting and responding to critical incidents, conducting appropriate follow-up investigations and plans of correction.
8. Designate qualified individuals to manage and prepare internal and external clinical reviews, audits and follow-up actions.

COMPLIANCE:

1. Demonstrate evidence of a Compliance Program to meet federal, state or regulatory requirements depending on the funding source.
2. Designate qualified individuals to manage key elements of agency Compliance Program and interface with County Compliance Program and complete follow-up actions.
3. Initiate and conduct agency level reporting, training, and education plan to meet federal, State and County Compliance Program requirements.
4. Develop and oversight procedures to monitor clinical documentation and billing accuracy.
5. Delineate designated internal controls to validate, crosscheck and correct staff billing and clinical privileges and service authorization accuracy.
6. Develop administrative systems and controls to monitor staff qualifications, enroll and disenroll staff in accordance with privileges and professional regulatory bodies (Office of the Inspector General (OIG), National Practitioners Database (NPDB).
7. Ensure site certification standards are continuously maintained in accordance with State / County and funding source requirements.

By my signature I certify that my agency is able to comply with Quality Management and Compliance reference listed above.

CONTRACTOR SIGNATURE       PRINTED NAME       DATE
COUNTY OF SACRAMENTO

ATTACHMENT A

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _________, 2___, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and «Contractor Name», 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:

SCOPE OF SERVICES

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

TERM

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

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
«Contractor Name»
«Address»
«CITY/STATE/ZIP»
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.

**COMPLIANCE WITH LAWS**

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

**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.

**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.

**PERFORMANCE STANDARDS**

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

**OWNERSHIP OF WORK PRODUCT**

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

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.
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.

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.

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.

LOBBING 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.

NODISCRIMINATION 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, 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.

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.

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.

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.

**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.

**COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

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

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

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

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

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

**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.

**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.

**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.

**SUCCESSORS**

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

**TIME**

Time is of the essence of this Agreement.

**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.

**DIRECTOR**

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

**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.

**TERMINATION**

C. 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).

D. 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.

E. 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; 2) if funds in COUNTY’s yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) 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.

F. 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.

G. 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.

**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.

**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.

**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.

**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.

**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).

**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.
DUPLICATE COUNTERPARTS

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

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 § 160.03), then CONTRACTOR shall comply with the Business Associate provisions contained in Exhibit F, which is attached hereto and incorporated by reference herein.

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.

LIMITED ENGLISH PROFICIENCY

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

A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.

B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.

D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.

E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.

F. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.

G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.

H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and
knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.

I. Ensure that the clients’ primary spoken language and self-identified race/ethnicity are included in the provider’s management information system as well as any client records used by provider staff.

CHARITABLE CHOICE 42 CFR PART 54

A. CONTRACTOR certifies that if it is 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).
B. 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.

**ADDITIONAL PROVISIONS**

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

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

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

By

Ann Edwards, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

Date:

**YOUR AGENCY’S NAME**

By

Name and Title

Date:
COUNTY OF SACRAMENTO

ATTACHMENT B

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

ADDITIONAL PROVISIONS

I. LAWS, STATUTES AND REGULATIONS

CONTRACTOR shall abide by all applicable State, Federal and County laws, statutes, and regulations including but not limited to the provisions of the Federal Ryan White CARE Act of 1990 (Public Law 101-381), as amended by the Ryan White CARE Act Amendments of 1996 (Public Law 104-146) and the Ryan White CARE Act Amendments of 2000 (Public Law 106-345), attached hereto as Exhibit F, and 45 CFR Part 74 or 45 CFR Part 92, as applicable.

II. LICENSING, CERTIFICATION AND STAFFING

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

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

III. OPERATION AND ADMINISTRATION

A. Unless expressly identified in the budget set forth in Exhibit "C", CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for proper provision of services under this Agreement.

B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
C. Upon request, CONTRACTOR shall forward to the DIRECTOR copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement. When issuing statements, press releases, requests for proposals, bid solicitations and other documents funded in whole or in part with Federal money, CONTRACTORS receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

IV. GRIEVANCES

CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. Agency grievance policies and procedures must be prominently posted at each agency. Consumers are to be furnished with a copy of said procedures upon request.

V. CONFIDENTIALITY

A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with, the provisions of Sections 5328 and 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 42, Chapter I, Part 2, and all other applicable laws and regulations to assure that:

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. 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.

VI. QUALITY ASSURANCE AND PROGRAM REVIEW
A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. At reasonable times during normal business hours, COUNTY or DIRECTOR and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.

B. CONTRACTOR shall also use evaluation questionnaires or other tools supplied by the COUNTY for the purpose of evaluation of client satisfaction of services provided.

C. CONTRACTOR shall integrate service directives and/or service standards adopted by the HIV Health Services Planning Council into existing program models. If applicable, these directives and/or service standards will be furnished to the CONTRACTOR along with this Agreement. The CONTRACTOR may request an exemption from certain provisions of the Council service directives and/or standards. The COUNTY, as Fiscal Agent of the Sacramento Region TGA, retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing in advance of anticipated need.

VII. RECORDS

A. Client Records:

1. CONTRACTOR shall maintain adequate client records on each individual client that includes diagnostic studies (when applicable), records of client interviews, progress notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.

2. CONTRACTOR will maintain a completed Ryan White Intake Form for all non-anonymous clients in each client case file.

3. CONTRACTOR will track and report needs of clients, including documentation of any needs that are not provided for by funding under Part A/B of the Ryan White CARE Act.

4. CONTRACTOR shall maintain documentation in client case files that funds are not utilized to make payments for any item or service to the extent that payment
has been made, with respect to that item or service by any other source of funds. Ryan White funded services are considered "Payer of Last Resort".

B. Financial Records:

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

VIII. REPORTS

A. CONTRACTOR shall provide to COUNTY, to the satisfaction of the DIRECTOR, program budget expenditures, an accompanying budget narrative, the units of service with a description and reference to the appropriate Ryan White Service Code describing such service, and planned number of unduplicated persons to be served. Final negotiated program budgets must be submitted to the COUNTY by no later than 60 days after execution of this Agreement.

B. CONTRACTOR will comply with all HRSA, State Office of AIDS and Fiscal Agent reporting requirements in a timely manner as specified by the COUNTY, as the Fiscal Agent of the Sacramento TGA. COUNTY shall explain procedures for reporting the required information.

IX. EQUIPMENT OWNERSHIP

A. All equipment and products purchased by CONTRACTOR under this Agreement must be American-made.

B. COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement.

C. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for Sacramento County Identification Number tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.
X. **STAFF TRAINING AND EDUCATION**

CONTRACTOR shall provide and document AIDS and cultural competency training to staff and have documentation available for COUNTY inspection upon request. In addition, other specialized and required COUNTY training (i.e., Mandatory Technical Assistance Workshops) will be provided in cooperation with the Ryan White CARE Program.

XI. **GOOD NEIGHBOR POLICY**

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

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

XII. **AUDIT/REVIEW REQUIREMENTS**

A. **OMB Circular A-133 requirements for Non-Profit, Governmental Agency and School District Contractors**

OMB Circular A-133 requires that non-profit organizations, governmental agencies and school districts that expend $500,000 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 Circular’s requirements and that the Audit, including required forms, be provided to the Federal clearinghouse designated by the OMB. 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 $200,000 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 $200,000, but more than $25,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

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

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

E. Submittal and Due Dates for Audits or Reviews
CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR’S fiscal year. Audit or Review shall be sent to:

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

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

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

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

I. Cost Report
If this Agreement is Cost Settled, the Reconciliation of the Cost Report data shall be based on CONTRACTOR’S fiscal year.

XIII. CLAIMS FOR PAYMENT

A. During the term of this Agreement, COUNTY shall, except as herein provided, make provisional payments for services rendered during the preceding month upon the receipt of claims submitted by CONTRACTOR. CONTRACTOR shall submit a monthly claim on the forms and in accordance with the procedures prescribed by the COUNTY Ryan White CARE Program. Unless otherwise provided, claims shall be submitted to COUNTY no later than the tenth (10th) day of the month following the claim period, and COUNTY shall reimburse CONTRACTOR within 30 days after receipt of an appropriate and correct claim, except that DIRECTOR may withhold a percentage of the final claim until receipt by DIRECTOR of a complete and accurate final cost report.

B. Format or other changes may be made by COUNTY to claim forms from time to time as needed and furnished to CONTRACTOR for billing purposes. All claims shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. CONTRACTOR and COUNTY agree that COUNTY may withhold payment until receipt of billing in the prescribed detail and format.

C. It is understood that the validity of such monthly claims, in terms of their compliance with Federal and State Part A and Part B regulations, is subject to the review of the Federal, State and COUNTY government and that COUNTY will be making payments on said claims in advance of said review and approval by the Federal government or the State, and in advance of other reimbursement by the Federal or State governments to COUNTY for sums expended thereunder. In the event that COUNTY is not reimbursed by the Federal or State government for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days or, at the sole discretion of DIRECTOR, COUNTY may withhold such amounts from any payments due under this Agreement or any successor Agreement.

D. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with Federal or State regulations, and may be audited by the appropriate Federal, State or COUNTY agency. In the event of audit disallowance of any claimed cost that is subject to compliance with State or Federal regulations, COUNTY shall not be liable for lost revenue resulting there from.
E. If a post-Agreement audit, conducted in accordance with standard accounting procedures, finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by the COUNTY, or if any payments made by COUNTY are not reimbursable in accordance with the terms of the Ryan White CARE Program reporting system, HRSA regulations regarding the use of Ryan White Part A funds, or the State Office of AIDS regulations regarding the use of Part B funds, the difference shall be repaid by CONTRACTOR forthwith by cash payment or at the sole discretion of DIRECTOR as a credit on future billings. If such post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by COUNTY for that service, then the difference will not be paid to CONTRACTOR.

F. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between CONTRACTOR and COUNTY, CONTRACTOR shall, within 30 days of termination of this Agreement, declare to COUNTY any and all accounts receivables and assign to COUNTY billings to all clients and/or payers for services rendered clients for which claims have been or are being made to COUNTY for reimbursement.

XIV. AMENDMENTS

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

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

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

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

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

XV. BASIS FOR ADVANCE PAYMENT
A. This Agreement allows for advance payment 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 month of the fiscal year.

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

G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

XVI. ELECTRONIC CAPABILITY

A. CONTRACTOR shall establish and maintain the ability to send and receive electronic (e-mail) communications with the COUNTY. CONTRACTOR shall provide the COUNTY with current primary contact information, including e-mail addresses.

B. CONTRACTOR shall submit computerized monthly invoices processed using one of the following software programs: Word Perfect; Word for Windows; Excel; Access; or Ryan White Careware.

XVII. CONTINUUM OF CARE RELATIONSHIPS

A. CONTRACTOR shall participate in the development of the Continuum of Care, including participation in the development of a Comprehensive Plan for the Transitional Grant Area (TGA). This process will also require establishment and
maintenance of cooperative working relationships with Ryan White Part A/B and other service providers within the region’s Continuum of Care.

B. CONTRACTOR shall establish, maintain and document referral relationships with entities in the area served that constitute key points of entry to the health care system for individuals with HIV disease. Within the Sacramento TGA, these key points of entry include, but are not limited to, the Center for AIDS Research, Education and Services (CARES), University of California Davis Medical Center, local hospital emergency rooms, HIV disease counseling and testing sites, substance abuse and mental health treatment programs, detoxification centers, detention facilities, clinics regarding sexually transmitted diseases, homeless shelters, federally qualified health centers, and public health departments.

C. CONTRACTOR will conduct outreach efforts to reach low-income HIV+ individuals and inform them of service availability. Special emphasis will be placed on techniques to reach individuals who know their HIV+ status but are not currently in care.

D. CONTRACTOR shall establish, maintain and document referral relationships with entities in the area that provide HIV testing to facilitate the rapid referral and access to care for individuals testing positive for HIV. This effort conforms with the TGA’s commitment to the Early Identification of Individuals with HIV (EIIHA) as required by HRSA guidelines.