

County of Santa Clara
Public Health Department

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B/S Chair. ☒
BD of Supv. _____
Clerk _____

BD. SUP. 06SEP 7pm 2:19



August 31, 2006

REC'D SEP 11 2006

TO: Board of Supervisors
Pete Kutras, County Executive

FROM: Guadalupe S. Olivas, Ph.D.
Director, Public Health Department

SUBJECT: HIV Test-Counseling Expansion Request for Proposals – Informational Only

I would like to let you know, for informational purposes only, that the Public Health Department has issued the attached Request for Proposals (RFP) on August 30, 2006. The issuance of this RFP is in accordance with Board Policies on Contracting and Bidding related to Human Service contracts. The projected total service dollar amount available through this RFP is approximately \$300,000.

History as a recipient of HIV Education and Prevention funding within the last three years is preferred, due to the complexity of setting-up and operating an HIV alternative testing site, but it is not required.

If you have any questions regarding this document, please contact me at (408) 423-0701.

Thank you.

c: Kim Roberts, Acting Executive Director, SCVHHS
Jeanette Murphy, ASM, SCVHHS
Amy Carta, SCVHHS

Districts

I II III IV V
rec'd

Santa Clara County Public Health Department

**Public Health Administration
3003 Moorpark Avenue
San Jose, CA 95128**

HIV Test-Counseling Expansion Request for Proposals



REQUEST FOR PROPOSALS (RFP) NOTIFICATION

**The HIV Test-Counseling Expansion RFP will be available on
Wednesday, August 30, 2006. You can obtain a copy
through any of the following locations:**

<http://www.sccgov.org/portal/site/scc/menuitem.a15358158602f81e3e23ad6735cda429>

www.rfpdepot.com

**The Bidder's Conference is scheduled for
Friday, September 8, 2006
from 2:30 p.m. to 5:00 p.m.
Conference Room 136
770 S. Bascom Avenue
San Jose CA 95128**

**For more information: please contact Kevin Hutchcroft at
Kevin.Hutchcroft@hhs.co.santa-clara.ca.us**



A division of Santa Clara Valley Health & Hospital System

Request for Proposal

HIV Alternative Testing Site Expansion

The Santa Clara County Public Health Department HIV/AIDS Prevention and Control Program (HAP) is currently seeking proposals to expand HIV alternative testing sites in Santa Clara County. The goal is to make rapid testing accessible to Santa Clara County's most at-risk populations. The Department will fund a maximum of five (5) community-based organizations (CBOs) to provide rapid HIV testing and counseling with the minimum required standards stipulated by the California Department of Health Services (CA DHS) and the Centers for Disease Control and Prevention (CDC). These standards are presented in the CBO HIV Alternative Testing Sites Work Plan (Attachment A). *The standards have been incorporated as necessary "start-up" infrastructure development that selected community-based organizations will need to have in place prior to beginning HIV testing.*

A total of \$300,000 will be made available to those organizations that can most effectively address HIV testing expansion funding priorities, preferred capacities, and requirements in their proposals. The contract period will be November 1, 2006 to October 31, 2007. To be eligible, an organization must be a public or private nonprofit organization that is classified as 501(c)(3) tax exempt under the Internal Revenue Code. *An RFP information meeting is scheduled for September 8, 2006, 3:00 p.m. to 5 p.m., at 770 S. Bascom, Room 136. The deadline for proposals is 5 p.m. on September 20, 2006.*

This Request for Proposal (RFP) is organized as follows:

- I. Background
- II. Local HIV Data
- III. CDC Best Practices Based on Science and Evidence-Based Approaches
- IV. HIV Testing Expansion Funding Priorities, Preferred Capacities, and Requirements
- V. Application Process
- VI. County Contract Requirements
- VII. Proposal Deadline
- VIII. Selection Criteria
- IX. Appeals/Objections
- X. RFP Attachments

I. Background

Santa Clara County's plan to expand HIV alternative testing sites and identify more residents who are HIV+ is important for many reasons. In the past, an HIV+ diagnosis was a death sentence—typically within five years due to fatal opportunistic infections. This is no longer true. Today, county residents with HIV can expect to live much longer with *appropriate medication and proper care*. As HIV+ status evolves into a more manageable chronic condition and greater numbers of people are living with HIV/AIDS, there is a greater chance of more residents becoming infected. In addition to the number of residents with HIV/AIDS who have currently been identified, the CDC estimates that approximately 25% of persons with HIV/AIDS are not aware of their diagnosis. And, evidence suggests that as many as two-thirds of the new HIV infections each year occur through transmission from persons who are unaware of their HIV+ status.¹ The incidence and spread of the disease will not be curtailed until barriers to early diagnosis are reduced. Expansion of HIV alternative testing sites will address barriers to early diagnosis and provide referrals to HIV+ residents, who will benefit from access to appropriate medication and proper care.

As more residents become aware of their HIV+ status, there will be greater need for appropriate medication and care. The Ryan White Care Act provides critical support for Santa Clara County's continuum of HIV/AIDS care, which includes primary medical care, case management, mental health services, oral health care, food, transportation, substance use/abuse treatment, and other services for county residents diagnosed with HIV/AIDS. At this time, changes in the funding formula are moving toward a formula based on the total number of persons living with HIV/AIDS. Increasing identification of HIV+ individuals in Santa Clara County will protect current funding and will likely result in additional resources for HIV/AIDS services through Ryan White and other similar formula-driven grants. These resources will be needed as more residents are identified as HIV+ through the expansion of HIV alternative testing sites.

Board of Supervisors Budget Allocation and Request for Implementation Plan

On June 6, 2006 the Board of Supervisors approved a one-time budget allocation of \$375,000 for FY 2006-07 for expansion of HIV testing and counseling sites for targeted at-risk populations in Santa Clara County. The purpose of this allocation is to address gaps and barriers to the continuum of HIV/AIDS services in the county by (1) Expanding testing and counseling sites to targeted communities; (2) Expanding availability of rapid testing; (3) Expanding outreach and counseling by increasing the number of certified counselors; and (4) Continuing to work with medical providers regarding reporting requirements via the Department's Surveillance Unit. The Health and Hospital Committee recommended that \$75,000 of the \$375,000 go to the Public Health Department for administrative costs and for campaign marketing costs to maximize awareness of the availability of expanded HIV testing.

¹ CDC, "Advancing AIDS Prevention, AHP Overview, Interim Technical Guidance for Selected Interventions, Introduction," http://www.cdc.gov/hiv/topics/prev_prog/AHP/resources/guidelines/Interim-Guidance.htm (accessed 7/2006).

At that time, the Public Health Department was asked to submit an implementation plan for review by the Health and Hospital Committee. In response, the Public Health Department developed an implementation plan for alternative rapid HIV test sites that reflects the voice of the community. Public Health participated in several meetings with representatives of the HIV Planning Council and Community Planning Group. Their priorities and concerns are incorporated throughout the implementation plan, which was developed in coordination with both groups. The plan is also consistent with the *Santa Clara County Comprehensive Plan for HIV/AIDS Services 2006-2008* and the *Santa Clara County HIV Prevention Plan 2006-2008*.

Implementation Plan Goal and Priorities for Target Populations and Geographic Areas

The goal of the HIV Testing Expansion program is to reduce the prevalence and incidence of HIV/AIDS through testing, counseling, and referral to care and treatment of residents who are at risk of HIV/AIDS by 1) increasing the number of certified test counselors in the community, and 2) conducting a minimum of 6,944 tests in the target population, 2% of which will test positive for HIV antibodies (140 positive results).

Priority Populations for Expanded HIV Alternative Testing Sites are:

- Men who have Sex with Men (MSM)
- Females who have Sex with Men who have Sex with Men (FSMSM)
- Transgender persons who have Sex with Men (TSM) and Transgender Injection Drug Users (IDU)
- IDU and MSM-IDU

Groups identified among priority populations for expanded HIV testing are:

- People of Color
- Sex Workers
- Youth

Geographic Area Priorities are:

- City of San Jose, where the HIV/AIDS epidemic continues to be concentrated.
- North County (Sunnyvale, Mountain View, Palo Alto and Los Altos), where the next highest percentage of reported HIV cases is.
- South County, which has the smallest number of reported HIV cases to date, but isolation and limited access to services create challenges that need special attention.

Approval of the HIV Alternative Testing Sites Implementation Plan

The implementation plan was submitted to the Health and Hospital Committee on August 16, 2006. The Health and Hospital Committee accepted the plan and forwarded a positive recommendation to the Board of Supervisors. The Board of Supervisors approved the plan on August 29, 2006.

The Public Health Department's HIV/AIDS Prevention and Control Program (HAP) will administer these funds and provide technical assistance to and coordination for the CBO alternative testing and counseling programs.

II. Local HIV Data

From July 2002 through March 2006, 1008 people in Santa Clara County have been diagnosed HIV+. Nine hundred ninety six (996) are alive. The following tables were prepared by the Santa Clara County Public Health Department, Data Management and Statistics.

Gender				
Male		Female		Total*
Number	%	Number	%	
861	86.4	130	13.1	991

Race/Ethnicity							
White		African American		Hispanic		Asian/Pacific Islander	
Number	%	Number	%	Number	%	Number	%
497	52.0	96	10.1	310	32.5	52	5.4
							955

Age Group							
0-12	13-19	20-29	30-39	40-49	50-59	60+	Total*
Number/%	Number/%	Number/%	Number/%	Number/%	Number/%	Number/%	Number
7/0.7%	19/1.9%	276/27.9%	404/40.8%	201/20.3%	68/6.9%	16/1.6%	991

Mode of Exposure and Gender			
Mode of Exposure	Total Number/%	Male Number/%	Female Number/%
MSM	630/63.6%	630/73.2%	0/0.0%
IDU	56/5.7%	39/4.5%	17/13.1%
MSM/IDU	61/6.2%	61/7.1%	0/0.0%
Heterosexual Contact	127/12.8%	47/5.5%	80/61.5%
Risk Not Specified	102/10.3%	80/9.3%	22/16.9%
Other	15/1.5%	4/0.5%	11/8.5%
Total*	991/100%	861/100%	130/100%

Mode of Exposure and Race/Ethnicity					
Mode of Exposure	Total Number/%	White Number/%	African American Number/%	Hispanic Number/%	Asian/Pacific Islander Number/%
MSM	630/63.6%	370/74.4%	32/33.3%	190/61.3%	29/55.8%
IDU	56/5.7%	33/6.6%	11/11.5%	12/3.9%	0/0.0%
MSM/IDU	61/6.2%	33/6.6%	5/5.2%	21/6.8%	2/3.8%
Heterosexual Contact	127/12.8%	28/5.6%	29/30.2%	57/18.4%	12/23.1%
Risk Not Specified	102/10.3%	26/5.2%	16/16.7%	27/8.7%	7/13.5%
Other	15/1.5%	7/1.4%	3/3.1%	3/1.0%	2/3.8%
Total*	991/100%	497/100%	96/100%	310/100%	52/100%

City	HIV Number/%
San Jose	617/64.7%
Santa Clara	60/6.3%
Mountain View	53/5.6%
Sunnyvale	50/5.2%
Campbell	29/3.0%
Palo Alto	29/3.0%
Milpitas	20/2.1%
Gilroy	18/1.9%
Los Gatos	17/1.8%
Missing	17/1.8%
Los Altos	12/1.3%
Cupertino	10/1.0%
Morgan Hill	10/1.0%
Saratoga	8/0.8%
Los Altos Hills	1/0.1%
Stanford	1/0.1%
Total*	954/100%

* The total does not equal 996 in the tables above because information was not recorded or numbers were too small to maintain confidentiality (e.g., for Native Americans).

III. CDC Best Practices Based on Science and Evidence-Based Approaches

The HIV Planning Council, HIV Prevention Community Planning Group, and the HIV/AIDS Prevention and Control Program are committed to promoting and supporting the most promising practices in HIV testing and counseling. All programs funded by the Public Health Department must incorporate promising practices and operate with established standards of care that are consistent with national and local standards.

Advancing HIV Prevention. The Centers for Disease Control and Prevention (CDC) announced a major new initiative to reduce new infections of HIV in the United States in April 2003. This initiative, *Advancing HIV Prevention: New Strategies for a Changing Epidemic (AHP)*, is comprised of four strategies to address and meet the needs of all persons who are at increased risk for HIV. The rationale for this new initiative was that despite much success in the prevention of HIV infection, the current reality is that an estimated 40,000 new HIV infections are still occurring in the United States each year, there has been an increase in racial/ethnic disparities in the last 25 years, and an estimated 25% of persons living with HIV do not know they are infected and are at considerable risk for developing AIDS and unknowingly transmitting HIV.²

One of AHP's four strategies is to *implement new models for diagnosing HIV infections outside medical settings*, the focus of the implementation plan for expansion of HIV testing sites. HIV

² CDC, "Evolution of HIV/AIDS Prevention Programs: United States, 1981-2006," MMWR 55, 21, (June 2, 2006): 597-603.

testing programs in nontraditional settings are more likely to reach some racial/ethnic minorities and persons who report increased risk for HIV, but do not have access to medical care. The rate of positive test results in non-traditional settings is generally higher compared with conventional test sites in medical settings. The recently approved rapid HIV tests can be done outside of a traditional laboratory setting. They reduce the time it takes to process tests from two weeks to 20 minutes.³ This advance in HIV testing technologies provides Santa Clara County with the opportunity to effectively create alternative HIV testing sites to reach residents who are most at risk for being infected with HIV and to increase the number of at-risk residents who know their HIV status. This strategy emphasizes the use of proven public health approaches to reducing the incidence and spread of disease and utilizes the most current HIV testing technologies.

There are two CDC AHP demonstration projects that can serve as models for Santa Clara County's alternative testing sites: *Rapid HIV Testing in Nonclinical Settings* and *Using Social Network Strategies to Reach Persons at High Risk for HIV Infection in Communities of Color*.

For the *Rapid HIV Testing in Nonclinical Settings* demonstration project, CDC provided funding for eight CBOs based in six cities: Boston, Chicago, Detroit, Kansas City, Los Angeles, and Washington, DC. The CBOs provided rapid HIV testing in nonclinical settings, such as parks and bars. As of June 2005, 17,149 persons had been tested for HIV and 249 had received confirmed positive results. The positivity rate was about 1.5%. Further information on this initiative can be found at:

http://www.cdc.gov/hiv/topics/prev_prog/AHP/resources/guidelines/Interim-rapidtest.htm.

For the *Using Social Network Strategies to Reach Persons at High Risk for HIV Infection in Communities of Color* demonstration project, CDC funded nine CBOs in seven cities: Boston, Lafayette (LA), New York City, Orlando (FL), Philadelphia and San Francisco. This strategy is based on the concept that individuals are linked together to form large social networks and that infectious diseases often spread through these networks. It is a programmatic, peer-driven, recruitment strategy that is employed in conjunction with HIV testing and counseling. Through October 2005, the CBOs' 408 recruiters had persuaded 2,878 persons in their social, sexual, or drug-using networks to get tested for HIV. 160 of these network associates were confirmed as HIV+ (with a positivity rate of 5.6%), which is five times the average prevalence reported by publicly funded counseling, testing and referral sites. Further information on this initiative can be found in the June 24, 2005, Morbidity and Mortality Weekly Report and at <http://www.cdc.gov/hiv/resources/guidelines/snt/pdf/SocialNetworks.pdf>.

The following are the *Santa Clara County HIV Prevention Plan 2006-2008* program recommendations based on CDC best practices for HIV/AIDS prevention that are applicable to the alternative rapid test site funding.

³ CDC, "Questions and Answers: The Science Behind the New Initiative," September 2003, http://www.cdc.gov/hiv/topics/prev_prog/AHP/resources/qa/AHP_Science.htm (accessed 7/2006).

- Use a risk behavior model—targeting populations based on the behavior that puts them at high risk for HIV infection—for HIV prevention and rapid testing. The following are priority populations and sub-populations based on high-risk for HIV infection.

Priority Populations			
MSMs (Men who have Sex with Men)	FSMSM (Females who have Sex with MSM)	TSM & Transgender IDUs (Transgender persons who have Sex with Men)	IDUs and MSM-IDUs (Injection Drug Users)
Priority Sub-Populations for Access to Testing: <ul style="list-style-type: none"> ▪ People of Color ▪ Methamphetamine Users ▪ Sex Workers ▪ Youth 			

- Ensure that alternative test sites provide Counseling, Testing, and Referral (CTR), a risk-reduction counseling model conducted with HIV testing. CTR is a personalized, client-centered encounter in which individuals can learn their HIV status. In addition, the counselor helps the client identify and acknowledge personal HIV risk behaviors and commit to a single, achievable behavior change step that could reduce the client's HIV risk.

With rapid testing, a positive result is considered a preliminary positive. Whenever a client has a preliminary positive result, a confirmatory test is needed and the confirmatory test or a referral for one should be given at that time. When a high degree of trust is developed and tests results indicate a preliminary positive, the counselor should also explore partner notification. Relevant Standards and Guidelines for CTR include:

- CDC's Revised Guidelines for HIV Counseling, Testing, and Referral, 2001 (<http://www.cdc.gov/hiv/testing.htm>)
 - CDC's Quality Assurance Guidelines for Testing Using the OraQuick Rapid HIV-1 Antibody Test, 2003 (http://www.cdc.gov/hiv/rapid_testing/)
 - California Department of Health Services, Office of AIDS, HIV Counseling and Testing Guidelines, 1997 (<http://www.dhs.ca.gov/ps/ooa/>)
 - California Department of Health Services, Office of AIDS, Supplement to the HIV Counseling and Testing Guidelines, 1997 – OraQuick Rapid Testing in Counseling and Testing Settings, 2003 (<http://www.dhs.ca.gov/ps/ooa/>)
- Provide Outreach at community venues where and at times when priority populations and sub-populations are most accessible. The purpose of outreach in context of this funding is to recruit individuals into CTR. Examples of community venues where and times when priority populations and sub-populations are most accessible for outreach and CTR that have been identified are:
 - Venues: gay bars, adult bookstores, head shops, parks or public sex environments, areas frequented by injection drug users, and areas frequented by sex workers—transgender MTF (male to female) and heterosexual females—near gas stations, convenience stores, and in parks in East San Jose. Additional venues include

Needle Exchange Program sites, homeless shelters, and chemical dependency programs.

- Times: late night and weekend hours.
- All CTR and Outreach will be culturally competent and appropriate for the intended population. Staff and volunteers should reflect the broad range of languages spoken in Santa Clara County.
- Make free condoms available with all prevention and testing services. CDC and CPG support a harm reduction approach to HIV prevention in which clients and community members are encouraged to engage in safer sexual practices.
- Work collaboratively by providing linkages and referrals, a core component of effective CTR and outreach. The HIV epidemic exists in the context of a host of other health and social issues, including poverty, homelessness, substance abuse, mental health, incarceration, immigration, and sexually transmitted diseases that are compounded by deep-rooted social problems and inequities, such as, racism, homophobia, and gender inequality. HIV alternative test site providers must be familiar with the multiple needs of the individuals and communities they serve and attempt to address these needs through a network of providers to which they can refer and link their clients.
- Design and implement cost-effective programs. Cost-effectiveness is often thought of in terms of cost savings. An example would be the costs that would be avoided if the estimated 25% of persons living with HIV and not knowing they are infected received testing and knew their HIV status so that, if they were HIV+, they could reduce their risk for developing AIDS and of unknowingly transmitting HIV to others. Cost-effectiveness is also making use of community volunteers when they can effectively reach target populations. Successful volunteer testing programs, such as the San Francisco Department of Public Health's, can serve as models for replication.

A copy of the *Santa Clara County HIV Prevention Plan 2006-2008* is available at <http://www.sccgov.org/SCC/docs/SCC%20Public%20Portal/keyboard%20agenda/Committee%20Agenda/2006/February%208,%202006/TMPKeyboard201387529.pdf>.

IV. HIV Testing Expansion Funding Priorities, Preferred Capacities, and Requirements

The Santa Clara County Public Health Department funding for HIV Alternative Testing Site Expansion is a one-time budget allocation to expand rapid HIV testing in Santa Clara County. The goal is to make rapid testing accessible to Santa Clara County's most at-risk populations.

Funding Priorities:

- Rapid testing sites will be accessible to/target the most at-risk populations in the county (MSMs, MSM Methamphetamine users, FSMSMs, IDUs, MSM-IDUs, Transgender IDUs)

and TSMs) and the following sub-populations within each target population (people of color, sex workers, and youth). HIV Outreach and testing sites will be:

- in locations and during hours that will most effectively reach these at-risk populations.
 - in the San Jose area, where the HIV/AIDS epidemic is concentrated, as well as in north county, which has the next highest percentage of reported HIV cases, and in south county, where isolation and access to services is a challenge.
 - implemented on a consistent schedule to capitalize on word-of-mouth as residents become familiar with the service.
- The HIV/AIDS Prevention and Control Program (HAP) will coordinate testing site locations and schedules. CBOs may be asked to change sites and/or locations based on the need for testing of all priority populations or due to changes identified through analysis of HIV/AIDS data by Public Health Department (PHD) epidemiologists.
 - History as a recipient of HIV Education and Prevention Funding within the last three years is preferred due to the complexity of setting-up and operating an HIV alternative testing site.
 - For interested CBOs that do not have a history as a recipient of HIV Education and Prevention Funding, partnership/collaboration with a previous recipient of this funding to apply for these funds is encouraged.
 - Collaboration among agencies in applying for these funds—with the goal of having the most effective staff working with priority populations—is encouraged.

Preferred Capacities:

- Culturally competent and appropriate outreach, testing and counseling for the county's populations most at-risk and in communities prioritized in this implementation plan.
- Demonstrated access to and established trust with targeted high-risk populations.
- Effective collaboration with care and support services for HIV/AIDS clients.
- Capacity for effective health education dissemination.
- Strategies as cost-effective as possible, such as, making use of community volunteers as test technicians and counselors when they can effectively reach the target population.

Requirements for Alternative Testing Sites:

- All Alternative Testing Sites operated by funded-CBOs will use Rapid Testing technology to provide voluntary, anonymous and confidential free or low cost (\$5) HIV testing. Test kits will be provided at no cost by HAP.

- All testing sites will operate in compliance with relevant state and local regulations and CDC guidelines applicable to HIV Rapid Testing. HAP will provide technical assistance to CBOs in preparing Alternative Testing Sites. Requirements are presented in the CBO Alternative Testing Sites Work Plan (Attachment A).
- All testing and counseling staff will be certified after participating in training provided by the State Office of AIDS, which is available at no cost, and maintain up-to-date certification.
- Collect data as required by HAP (e.g., the HIV Counseling Information Form, Lab Slips, and Testing Consent Forms for all clients; HIPAA consent for confidential clients; and any additional recordkeeping required by HAP and Public Health Laboratory).
- All funded CBOs will commit to participating in the program evaluation. PHD will perform the evaluation based on the HIV Testing Expansion Evaluation Plan (Attachment B).

V. Application Process

1. Complete and attach the “Application Coversheet” (Attachment C).
2. Proposal Narrative: Describe the following in a **maximum** of five (5) double-spaced pages.
 - a. Organization Overview and Capacity. Describe your organization’s past experience:
 - Working with HIV/AIDS clients.
 - Working with the priority population(s).
 - Working in the priority geographical area(s) where the priority population(s) are most accessible.
 - Providing health education.
 - Setting-up and operating complex programs relevant to an HIV alternative testing and counseling site.
 - b. Describe how your organization will address funding priorities, preferred capacities, and requirements presented in Section IV, including:
 - Target population(s).
 - Specific location(s) within priority geographic areas.
 - Proposed outreach and testing/counseling sites and schedules with rationale for selection of site(s) and schedule(s).
 - Proposed staffing and why they will be effective in reaching proposed target population(s).
 - Approach to setting-up and operating an HIV alternative test site(s).
3. Complete the Scope of Work Template (Attachment D).
4. Submit budget and budget narrative (Attachment E). Indirect expenses can equal no more than 10% of the total project budget.

Please Note: Successful bidders will not be funded for provision of services that are concurrently funded by other sources.

5. Provide resume(s)/job description(s) of personnel responsible for implementation of the proposal.
6. Provide proof of insurance coverage as required in Section VI of this proposal (Attachment F).
7. Review Confidentiality of Patient Information (Attachment G). You may sign it and include it with your proposal, but this is not required.

VI. County Contract Requirements

A. Contractual Requirements.

Applicants may submit only one (1) proposal. The successful bidder must comply with County contractual requirements, including: indemnification and insurance provisions, County Contracting Principles, non-discrimination provisions, client confidentiality, and other contract provisions included in the "Service Agreement" (Attachment H). **Proof of insurance coverage for requested funding, based on requirements in Attachment F, must be provided with the proposal.**

Requirements for evaluation will be included in the "Service Agreement" and will include collection of all required data (e.g., the HIV Counseling Information Form, Lab Slips, and Testing Consent Forms for all clients; HIPAA consent for confidential clients; and any additional recordkeeping required by HAP) and commitment to participating in the Public Health Department's evaluation of the HIV testing expansion program (Attachment B). All projects will be in effect from the date the Agreement is executed through October 31, 2007.

B. County Rights/Obligations

1. The Santa Clara Valley Health and Hospital System (SCVHHS) reserves the right to reject proposals, as well as the right to cancel this RFP at any time. The County retains the right to open this solicitation to additional bidders at any time prior to execution of the final Agreement.
2. Contractor will not be reimbursed for any costs associated with the preparation or submittal of responses to this RFP.
3. SCVHHS reserves the right to waive any minor irregularities or informalities in any proposal and request clarification of information from any bidder.
4. The California Public Records Act set forth in Government Code sections 6250 *et seq.* governs access to public records. The Act provides that access to information concerning the conduct of the public's business is a fundamental and necessary right of a person in

the state. Consequently, all Proposals, attachments and other materials submitted in response to this RFP are considered public information (except as provided herein) and become the exclusive property of the County.

5. Notwithstanding the foregoing, no Proposal materials will be released to the public nor may the public have access to such Proposal materials during the RFP process. Thereafter, the public will have access to the Proposal materials, as provided in this RFP.

VII. Proposal Deadline

The original plus 10 copies of the completed proposal must be delivered to the Santa Clara County Public Health Department, Attn: HAP, 3003 Moorpark Avenue, San Jose, CA, 95128 no later than **5 p.m., Wednesday, September 20, 2006**. No exceptions will be allowed. Each proposal must be in a secured folder, stapled or otherwise secured, and include completed forms and responses to Attachments C-F. Faxes, electronic copies, incomplete or late submittals will not be accepted and will be returned to bidders.

Contact the HAP Manager, Kevin Hutchcroft, in writing by e-mail with any questions: Kevin.Hutchcroft@hhs.co.santa-clara.ca.us. All questions and responses will be made public to all vendors on the website: www.sccgov.org/rfp_list.

VIII. Selection Criteria

The Public Health Department will conduct a review of the submitted proposals. The review may also include interviews of the prospective bidders. A contract will be negotiated with bidder(s) whose proposal(s) best demonstrates the ability to address funding priorities at a reasonable cost. The Public Health Department *reserves the right to cancel or reopen the RFP process as it deems appropriate*. Notification of the County's decision will be provided to all applicants no later than October 2, 2006.

The following review criteria will be applied in the selection process:

<i>Review Criteria</i>	<i>Points</i>
Proposal Narrative (up to 50 points):	
Organization Overview and Capacity:	0-20
▪ Presentation and clarity.	
▪ Experience and past successes.	
▪ Capacity to work effectively with the target population(s).	
▪ Capacity to work effectively in priority geographic area(s).	
▪ Capacity to set-up and operate an HIV alternative testing site(s).	
▪ Capacity to provide health education.	
Approach to addressing funding priorities, preferred capacities, and requirements:	0-30

- Presentation and clarity.
- Quality of approach/strategies to addressing funding priorities:
 - Target population(s).
 - Locations within priority geographic area(s).
 - HIV Outreach and Testing/Counseling Site(s) and rationale for selection.
 - Proposed staff and ability to reach target population(s).
 - Setting-up and operating an HIV alternative test site(s).

Scope of Work Template (Attachment D) 0-20

Budget: 0-20

- Proposed budget and budget narrative.
- Maximum of 10% for indirect cost(s).

Proposal Attachments: 0-10

- Completed Application Cover Sheet with required signature.
- Job Descriptions/Resumes for key staff.
- Proof of Insurance Coverage (see Section V, VI, and Attachment F).

Local Preference* Bonus Points 5

*When two or more competing vendors are equally qualified, local firms shall be given preference. (Board of Supervisor's policy 5.3.13)

IX. Appeals/Objections

Appeals or objections to a rejection or award under this RFP must be submitted in writing within five (5) business days of the postmarked notice of award or rejection. Such an appeal or objection must be specific, identifying the nature of the protest or objection and stating all the facts that form the basis for the appeal. All reason(s) for the appeal or objection, citing law, rule, regulation or procedures upon which the appeal is based must be specified. Any appeal or objection must be forwarded to the County by certified or registered mail or delivered in person, with proposer obtaining a receipt of delivery, in the time provided herein to the following address:

Dolores Alvarado, MSW, MPH
 Division Director, Community Health Promotion
 Santa Clara County Public Health Department
 3003 Moorpark Avenue
 San Jose, CA 95128

All appeals or objections received after the five (5) business day period described above will be automatically disallowed and the original decision that is the subject of the protest or objection will be upheld. All appeals that are timely will be referred to the Director of the Public Health Department for review and consideration. Applicants submitting appeals or objections will be

notified by the Director of the Public Health Department of the decision on any such appeal. The Public Health Director's decision on any appeal or objection will be final.

X. RFP Attachments

- A. CBO HIV Alternative Testing Sites Work Plan
- B. HIV Testing Expansion Program Evaluation Plan
- C. Application Cover Sheet
- D. Scope of Work Template
- E. Budget and Budget Justification Template
- F. Insurance Requirements for Standard Service Contracts (Insurance Exhibit B-2A)
- G. Confidentiality of Patient Information
- H. Sample Service Agreement Template
- I. RFP Timeline

CBO HIV Alternative Testing Sites Work Plan

Activities	Responsible Party	Timeframe
Meet HIV testing certification requirements: <ul style="list-style-type: none"> Participate in mandatory certification training (60 hours). Participate in annual continuing education training to keep certificate up-to-date. Perform at least 12 tests per month. 	CBO/ATS Staff and Volunteers	11/2006-1/2007
Participate in trainings and meetings as arranged by HAP.	CBO/ATS Staff and Volunteers	Ongoing
Identify coordinator for ATS project.	CBO Administration	11/2006
Select Alternative Testing Sites: <ul style="list-style-type: none"> Identify sites at high-risk venues: gay bars, adult bookstores, head shops, parks or public sex environments, areas frequented by injection drug users, and areas frequented by sex workers—transgender MTF (male to female) and heterosexual females—near gas stations, convenience stores, in parks in East San Jose, Needle Exchange Program sites, homeless shelters, and chemical dependency programs. Assess proposed settings for feasibility of implementing rapid HIV testing and counseling (e.g., does the setting have acceptable lighting for test readability, temperature control, private space for providing counseling and test results). Coordinate with the HAP ATS Coordinator to ensure priority risk behavior and geographic coverage (San Jose plus north and south county). Create a site plan (locations and schedules). 	CBO/ATS Staff	11/2006-1/2007
Develop systems and procedures to ensure client privacy and confidentiality.	CBO/ATS Staff	11/2006-1/2007
Establish procedures for protecting all client-related data.	CBO/ATS Staff	11/2006-1/2007
Develop systems and procedures for informed consent procedures in accordance with local and state requirements and CDC guidelines. <ul style="list-style-type: none"> Establish unambiguous and easy to implement guidelines to define sobriety standards and to identify chronic mental health conditions that may interfere with ability to provide informed consent. 	CBO/ATS Staff	11/2006-1/2007

Activities (cont.)	Responsible Party	Timeframe
Develop a process to document consent for testing and testing results, and to track specimens sent for confirmatory testing.	CBO/ATS Staff	11/2006-1/2007
Develop a process for obtaining detailed locating information on clients whose test results are preliminary positive so that they can be contacted and encouraged to come in for care if they fail to return for their follow-up appointment.	CBO/ATS Staff	11/2006-1/2007
Develop a plan to ensure compliance with the Clinical Laboratory Improvement Amendment (CLIA) regulations related to HIV rapid testing (which will be explained in detail at the 9/30 RFP information meeting) and with relevant state and local regulations applicable to HIV Rapid Testing. Refer to : www.cms.hhs.gov/CLIA	CBO/ATS Staff	11/2006-1/2007
Develop a plan for handling infectious waste, complying with the regulations of the Occupational Safety and Health Administration, and handling potential occupational exposures.	CBO/ATS Staff	11/2006-1/2007
Develop a plan to maintain staff and volunteer safety at settings that may pose a risk to them (e.g., safety training and taking precautions, such as, working in teams).	CBO/ATS Staff	11/2006-1/2007
Participate in site visit by Public Health staff (HAP and Laboratory staff) to confirm readiness to begin HIV testing <i>(required before testing can begin)</i> .	CBO Staff	1/2007
Operate alternative test sites and outreach at high-risk venues, as coordinated with HAP ATS Coordinator. <ul style="list-style-type: none"> ▪ Provide HIV testing and counseling to high-risk clients (MSMs, MSM Methamphetamine users, FSMSMs, IDUs & MSM IDUs, TSMs, and Transgender IDUs). ▪ Whenever a client has a preliminary positive test result, have a system in place for confirmatory testing (see OraQuick Guidelines). ▪ Provide condoms for prevention (harm reduction). 	CBO Staff	2/2007-11/2007
Collect Data: <ul style="list-style-type: none"> ▪ Complete the HIV Counseling Information Form (CIF), Lab Slips and Testing Consent Forms for all clients; HIPAA consent for confidential clients; and any additional HAP requirements. 	CBO Staff	2/2007-11/2007

Activities (cont.)	Responsible Party	Timeframe
Manage Referrals: <ul style="list-style-type: none"> ▪ Link with Public Health Laboratory for confirmatory testing of preliminary positive rapid test specimens. ▪ Arrange linkages with medical and social referrals for comprehensive follow-up. ▪ Develop procedures for making referrals, assisting clients with getting to referrals, and confirming that referred clients acted on the referrals and received, or are receiving, services as a result of the referral. 	CBO Staff	2/2007-11/2007
Participate in Public Health Department evaluation.	CBO Staff	11/2007-12/2007

HIV Testing Expansion Program Evaluation Plan FY 08

Program Name	HIV Rapid Testing and Counseling Expansion Implementation Plan
Target Population	Residents of Santa Clara County who are High Risk Population for HIV/AIDS: (1) men who have sex with men (MSM), (2) MSM Methamphetamine users, (3) Female partners of MSM (FSMSMs), (4) Intravenous Drug Users (IDUs) and MSM IDUs, (5) Transgender IDUs and TSMs.
Problem Statement	Increasing rates of HIV infection in several identified populations are posing threat to the public health of Santa Clara County. Both CDC and local estimates indicate about 25% of those living with HIV/AIDS are unaware of their diagnosis. In Santa Clara County, there are an estimated 879 persons who are living with HIV/AIDS who are unaware of their diagnosis. The local positive rate for testing at the Public Health Department Laboratory is 1.67%, while the statewide average positive rate is 2.6%. The local positive rate for MSM is 2.4-4.0%, while the statewide MSM rate is 12-20%.
Overall Program Goals	To reduce the prevalence and incidence of HIV/AIDS through testing, counseling, referral to care and treatment to residents who are at risk of HIV/AIDS.
Program Components	<ol style="list-style-type: none"> 1. Assessment 2. Outreach 3. Clinical Health Services (Testing, Health Education, Counseling, Treatment) 4. Community Collaboration
Program Description	Confidential and anonymous testing will be provided at HIV test sites. Rapid testing will be used at locations where populations at greater risk for HIV/AIDS will be more likely to access services. Counseling and referrals are also provided to clients as needed.
Program Theory	Health Belief Model Trans-theoretical model (Stages of change) Harm reduction

Program Component: Outreach, Clinical services

Measurable Objectives	Program Activities to achieve objectives	Evaluation Methodology	Data Source	Reporting Timeframe	Link to ES Indicator
1. By December 2007, at least 2% of people will test positive for HIV antibodies among test sites within Santa Clara County.	<p>a. Targeting high risk populations such as MSM, TSMs, IDUs and their partners, and females having sex with MSM.</p> <p>b. Conducting at least 6944 HIV tests</p>	Data collection – reports from testing sites on number of tests conducted, results and demographics of clients	HIV 6 ELI	Quarterly	Essential Service (ES) 7: Link people to needed health services and assure the provision of health care when otherwise unavailable.

Program Component: Clinical services (counseling and referral)

Measurable Objective	Program Activities to achieve objectives	Evaluation Methodology	Data Source	Reporting Timeframe	Link to ES Indicator
2. By December 2007, 100% of clients who are HIV positive will be referred to care.	<p>a. Training staff on resources available to refer clients</p> <p>b. Providing adequate resources to clients</p>	<p>a. Count number of training sessions and number of staff participating</p> <p>b. Determine percentage of clients referred to care</p> <p>c. Report from testing site on # of referrals to which providers</p> <p>d. Record of follow-up activities (phone calls to clients, providers, etc.)</p> <p>e. Record of referral information provided to client</p>	<p>a. Staff reports & survey staff who received training</p> <p>b. HIV 6</p>	Quarterly	Essential Service (ES) 7: Link people to needed health services and assure the provision of health care when otherwise unavailable.

Program Component: Community collaboration

Measurable objective	Program activities to achieve objectives	Evaluation methodology	Data source	Reporting Timeframe	Link to ES indicator
3. By December 2007, at least 70% of the community providers and partners will report high level of satisfaction with the Public Health Department	a. Conducting focus groups b. Administering the Community Provider and Partner Satisfaction Surveys	a. Conduct 2 to 3 focus groups with community providers and partners b. Analysis of results from satisfaction survey to community providers	a. Notes/ Results from focus groups b. Provider and Partner satisfaction surveys	Annual	Essential Service (ES) 7: Link people to needed health services and assure the provision of health care when otherwise unavailable.

Program Component: Clinical Health Services

Measurable objective	Program activities to achieve objectives	Evaluation methodology	Data source	Reporting Timeframe	Link to ES indicator
4. By the end of December 2007, at least 80% of the clients will report high levels of satisfaction with the Community-Based Organizations providing services.	a. Conducting client satisfaction surveys focusing on the quality and accessibility of the services provided	Analysis of survey results (SPSS)	Client satisfaction survey	Annual	Essential Service (ES) 7: Link people to needed health services and assure the provision of health care when otherwise unavailable.

Program Component: Community collaboration, clinical services

Measurable objective	Program activities to achieve objectives	Evaluation methodology	Data source	Reporting Timeframe	Links to ES indicators
5. By the end of December 2007, 80% of clients who participate in the risk reduction counseling session will have increased knowledge of personal HIV/AIDS prevention strategies.	a. Include questions(s) on the client satisfaction survey to assess whether there was increase in knowledge about HIV prevention	Analysis of survey results (SPSS)	Client satisfaction survey	Quarterly	Essential Service (ES) 7: Link people to needed health services and assure the provision of health care when otherwise unavailable.

* The Centers for Disease Control's (CDC) National Public Health Performance Standards Program's Ten Essential Services of Public Health document presented a method to organize the many diverse programs within the Department and support conclusions about overall department impact. The essential services represent the ten core responsibilities of a local department of public health.

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SCOPE OF WORK Template

CBO Name: _____

Proposed Alternative HIV Outreach and Testing Sites *(add rows to the table as needed to include all proposed sites)*

Target Population(s)	Target Numbers for Testing	Location of Site(s)	Proposed Schedule	Activity (Outreach/ Testing/ Counseling)	Staff Responsible (include strengths re: reaching the target population)

We will work with HAP to perform all activities in the CBO HIV Alternative Testing Site Work Plan (Attachment A) and ensure compliance with State and CDC rules and regulations regarding HIV rapid testing. ☐ Yes ☐ No

We will monitor staff participation in training and maintenance of certification. ☐ Yes ☐ No

We will complete and submit all required data collection, as requested by HAP. ☐ Yes ☐ No

We will work closely with HAP and participate in HIV rapid testing meetings. ☐ Yes ☐ No

We will participate in the Public Health Department's HIV Testing Expansion Evaluation Plan (Attachment B). ☐ Yes ☐ No

HIV BUDGET - ATTACHMENT E

Organization Name:
Subcontractor(s) Name (If any)
Contract Period:

A. PERSONNEL								
Description						Direct Service	Administration	TOTAL
Position Title	Name	Annual Salary	FTE	# of Months				
EMPLOYEE PERSONNEL COSTS								
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
TOTAL SALARIES & WAGES						\$ -		\$ -
FRINGE BENEFITS @ % OF SALARY AND WAGES EXPENSE						\$ -		\$ -
Description						Direct Service	Administration	TOTAL
Position Title	Name	Hourly Rate	FTE	# of Months				
CONTRACT PERSONNEL COSTS								
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
TOTAL CONTRACT PERSONNEL COSTS						\$ -		\$ -
B. OPERATING EXPENSES								
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
TOTAL OPERATING EXPENSES								\$ -
C. SUBCONTRACT(S) (please have subcontracting agencies complete this form and attach it to this budget)								
								\$ -
								\$ -
TOTAL SUBCONTRACT COSTS								\$ -
D. OTHER COSTS								
								\$ -
								\$ -
								\$ -
TOTAL OTHER COSTS								\$ -
E. INDIRECT COSTS (10% maximum)								
								\$ -
GRAND TOTAL						\$ -	\$ -	\$ -
TOTAL PROPOSED BUDGET						\$ -	\$ -	\$ -

EXHIBIT B-2A (revised)

INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS BETWEEN \$50,001 AND \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2A (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2A (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2A (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Confidentiality of Patient Information

SANTA CLARA
VALLEY
HEALTH & HOSPITAL SYSTEM

Name (print) _____

Social Security # _____

Department (print) _____

☐ Employee ☐ Volunteer ☐ Student

Work Site (location) _____

☐ Contractor # _____

Index Code _____

☐ Other _____

Subject to the provisions of the Confidentiality of Medical Information Act (California Civil Code §56-56.37), which permits the disclosure of certain information, it is the policy of the Santa Clara Valley Health and Hospital System (SCVHHS) that all patients have a right to confidential treatment of all communication and records pertaining to their care and stay in the hospital. All SCVHHS employees shall respect the rights of the patients in regard to confidentiality of such information. Violation of the guidelines regarding release of patient information is a cause for disciplinary action and may result in criminal and/or civil liability charges. The following are penalties from the Santa Clara County Ordinance Code, §A16-13, that could be imposed should the guidelines be violated:

- (a) The intentional violation of any provision of this division (§A16) or any rules adopted thereunder, by an officer or employee of any agency shall constitute a cause for discipline, including termination of the intentional employment.
- (b) Any person who intentionally provides any record containing personal information to any unauthorized person in violation of any provision of this division shall be guilty of a misdemeanor and be fined not more than five thousand dollars (\$5,000.00) per occurrence, or imprisoned not more than one year, or both.
- (c) Any person who requests or obtains any record containing personal or confidential information from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00) per occurrence, or imprisoned not more than one year, or both.

A patient whose medical information has been unlawfully used may recover actual damages as well as punitive damages up to \$3,000.00, plus attorney fees and court costs.

As a SCVHHS employee, volunteer, student, vendor, or other person doing business with SCVHHS, I have both a legal and ethical responsibility to protect the privacy of patients. All information that I see or hear regarding patients, directly or indirectly, is completely confidential and must not be discussed or released in any form, except when required in the performance of my duties.

Additionally, if I have access to employee information or financial information or any other proprietary information, I am expected to treat the confidentiality of such information in the same manner as patient information.

I understand and agree that in the performance of my duties at SCVHHS, I must hold patient, employee, and proprietary information in confidence as outlined above. I understand that any violation of confidentiality may result in disciplinary action.

I will continue to maintain confidentiality of information obtained during my employment, service, or training with SCVHHS upon voluntary/ involuntary termination.

Signature: _____

Date _____

Attachment H - County of Santa Clara – Service Agreement

SECTION I: GENERAL INFORMATION

Date: _____

P.O. Number: _____
(Procurement Department Use Only)

Agency / Dept. Name: _____

Dept. No.: _____

Brief Description of Services: _____

Maximum Financial Obligation: \$

Term of Agreement: Start Date: _____

End Date: _____

For County Use Only – SAP

Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
Line 1					
Line 2					
BE Code	Expense Code	Dept. Code		Capital Project Code	PCA Code - Optional

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY of SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Name:		Agency/Dept:	
Contact Person:		Contract Monitor:	
Address:		Address:	
City/State/Zip:		City/State/Zip:	
Telephone:	Fax:	Telephone:	Fax:
SCC Vendor No. (SAP):		Fiscal Contact:	

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

Signatures

Contract is not valid until signed by Contractor and Procurement Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority

Contractor:	Date:
Procurement Department:	Date:
Agency/Dept. Manager:	Date:
Agency/Department Fiscal Officer:	Date:
County Counsel:	Date:
<i>(Signature required when the Standard Provisions language (Section VI) is changed or for IT Services of \$500,000 or less. It is also required when contract was approved by a delegation of authority from the Board)</i>	
Office of the County Executive:	Date:
<i>(Signature required when Board approved contract by a delegation of authority)</i>	

Attachment H - County of Santa Clara - Service Agreement

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

For federal tax purposes Dependent/Independent status is an important distinction. It affects how the contractor files tax returns and the contractor's responsibility for federal income tax, social security and Medicare tax. The questionnaire also determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits.

- ☐ Is contractor a government entity, corporation, nonprofit organization or school district?
- ☐ YES - This is an Independent Contractor. Proceed to Section V
- ☐ NO - Complete the Questionnaire (For help with the Questionnaire, visit www.oba)

Questionnaire to Determine Dependent or Independent Status of Contractor

		YES	NO
1	Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO, please explain.		
4	Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? If NO, please explain.		
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions—answer YES. When the contractor is hired to complete a specific project—answer NO and explain briefly.		
6	Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? If NO, please explain.		
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box "No". (This does not pertain to professional licenses or certificates such as a licenses of physicians or architects.) Enter below the business license number and the city/entity where issued.		
8	Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. If NO, please explain. <i>Be sure this answer matches the contract payment schedule in Section V.</i>		
9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.		

- ☐ If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.
- ☐ If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: _____

Attachment H - County of Santa Clara – Service Agreement

SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—"Attachment A". If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

A. Service Description and Expected Outcome (scope of service)

Or ☐ See Attachment _____ attached hereto and incorporated herein by this reference

B. Deliverables, Milestones, Timeline for Performance

Or ☐ See Attachment _____ attached hereto and incorporated herein by this reference

C. Performance Standards

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables.

Or ☐ See Attachment _____ attached hereto and incorporated herein by this reference

D. Payment Schedule

Be specific as to hourly rate, payment by milestones, etc.

Or ☐ See Attachment _____ attached hereto and incorporated herein by this reference

Attachment H - County of Santa Clara - Service Agreement

Changes to the terms and conditions on this page require approval of County Counsel

SECTION VI: STANDARD PROVISIONS

A. Entire Agreement

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. Conflicts of Interest

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. Governing Law, Venue

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. Assignment

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. NON-DISCRIMINATION

☐ Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

-- OR --

☐ Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

G. TERMINATION

☐ Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

--OR--

☐ Alternate Termination Language Attached (Requires County Counsel approval.)

Attachment H - County of Santa Clara – Service Agreement

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts

If contractor's cumulative total of contracts with the County exceeds \$100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

☐ Contractor has no other current County contracts for same or similar services

☐ Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

Agency / Dept / Division	Type of Service	Current Fiscal Year Contract Amount
		\$
		\$
Total of all Current Fiscal Year Contracts		\$

Or ☐ See Attachment _____

B. Contractor Self-Declaration

TYPE I CONTRACT

☐ Contractor declares that this is a Type I service contract under the Board of Supervisor's Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the County's intended action.

-- OR --

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TYPE II CONTRACT

☐ Contractor declares that this is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
- g. As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection *[substitute "renewal," "extension," or "amendment" as appropriate]* process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County's intended action.

Attachment H - County of Santa Clara – Service Agreement

SECTION VIII: INSURANCE / INDEMNIFICATION

Independent Contractors must comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

☐ The following standard insurance and indemnification language is attached and incorporated into this agreement:

- ☐ B-2 Standard Service Contracts Above \$100,000
- ☐ B-2A Standard Service Contracts Between \$50,001 and \$100,000
- ☐ B-2B Standard Service Contracts Between \$10,001 and \$50,000
- ☐ B-2C Standard Service Contracts Up To \$10,000
- ☐ B-2D Environmental Services Contracts
- ☐ B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- ☐ B-3A Architects and Engineers Service Contracts
- ☐ B-9 Part-time Trainer Contracts up to \$50,000

☐ Modification or Waiver Attached If Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

	YES	NO
1. Workers Compensation: Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.		
2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.		
3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.		
4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.		

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

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SECTION IX: FEDERAL / STATE REQUIRED PROVISIONS

(e.g. Drug-free Workplace Activity, HIPAA Business Associate Language, etc)

☐ **A. Federal Required Language Attached (optional)**

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

☐ **B. State Required Language Attached (optional)**

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor's terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

☐ **Exhibit Name(s)** _____

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

☐ **Statement of Economic Interest, FORM 700**

If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract's effective date of _____. Contractor must submit Form 700 by _____ to the County's Contract Monitor. County's Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by _____.

ATTACHMENT I: RFP TIMELINE

HIV Testing and Counseling RFP SCHEDULE OF ACTIVITIES

Mailing address for this Request for Proposal is:

Santa Clara Valley Health & Hospital System
HIV/AIDS Prevention and Control Program
Attn: Colleen Mullins
3003 Moorpark Avenue
San Jose, CA 95128

ACTIVITY	DUE DATE
1. Release RFP	August 30, 2006
2. Informational Meeting	Friday, September 8, 2006 3:00 – 5:00 PM (770 South Bascom Avenue, Room 136, large conference room)
3. Written Questions Regarding RFP	Tuesday, September 12, 2006 at 4:00 PM
4. Proposals Due (1 original and 7 copies)	September 20, 2006, 5:00 PM
6. Review Panel Meeting	Wednesday, September 27, 2006
7. Award Announcement: e-mailed to Executive Directors followed by post	Monday, October 2, 2006
8. Written Appeals Deadline	Monday, October 9, 2006, 4:00 PM
9. Contract Negotiations begin	Tuesday October 3, 2006
10. Appeals Reviewed and Responses Mailed	Wednesday, October 11, 2006
11. Contract Finalized	Friday, October 27, 2006
12. SCVHHS Administration Approval of Contract	Tuesday, October 31, 2006
13. Project Implementation	Wednesday, November 1, 2006

*These deadlines may be changed based on unforeseen circumstances.
All participants will be notified of any changes to the schedule.*