

LBTQ Health Equity Initiative

Service Provider Capacity Building Program

REQUEST FOR APPLICATION #22-10531



State of California
California Department of Public Health
1616 Capitol Ave,
Sacramento, CA 95814

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1. INTRODUCTION

1.1. OVERVIEW OF FUNDING OPPORTUNITY

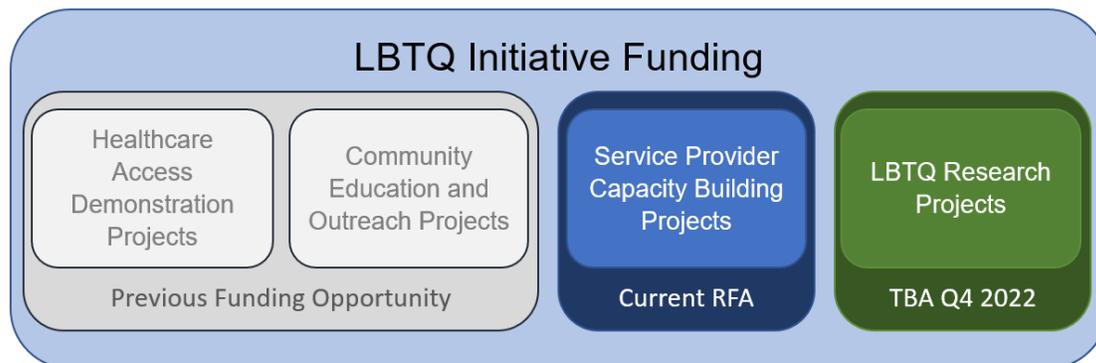
The California Department of Public Health's (CDPH) vision is to be a transparent, evolving and data-driven organization that provides leading edge public health knowledge and services to all Californians. CDPH is committed to being a change leader in government, and is also engaging communities in identifying their own health priorities and developing practical plans to achieve locally sustainable improvements in health.

The Office of Health Equity (OHE) was established to provide a leadership role within CDPH to reduce health and mental health disparities experienced by vulnerable communities in California. Primary focal areas of OHE include addressing: racial and gender health equity; the health impacts of climate change; and equity in responses to the COVID-19 pandemic. The office works with community-based organizations (CBOs) and local governmental agencies to ensure that community perspectives and input help to shape a health equity lens in policies and strategic plans, recommendations, and implementation activities.

As part of CDPH and OHE, the Gender Health Equity Unit (GHEU) plays a leadership role in the development of programs and policies intended to eliminate gender-based health disparities in California. The GHEU is dedicated to eliminating systemic bias that impacts health outcomes based on gender identity and sexual orientation, working in partnership with communities and internally within CDPH.

CDPH is implementing a new initiative to address health inequities experienced by 2.5 million Californians who identify as lesbian, bisexual, transgender, and/or queer (LBTQ). Funding was authorized as part of the Budget Act of 2019, SEC. 2, Item 4265-111-001, Schedule 2, Provisions 4(a) and (b), and CDPH received subsequent authorization exempting funding from Public Contract Code (PCC) and related requirements. The LBTQ Health Equity Initiative (LBTQ Initiative) will address well-documented but largely unaddressed health inequities that result from a range of challenges including deeply rooted systemic anti-LBTQ bias, lack of culturally responsive care, and an alarming lack of medical services and research tailored to lesbian, bisexual, transgender, and queer women as well as transgender men, non-binary, and gender non-conforming persons. Funding for the LBTQ Health Equity Initiative was appropriated by the legislature in 2019 after stakeholders presented compelling evidence of these inequities.

Four strategies will be funded through contracts: healthcare access demonstration projects (HCADPs), community education and outreach projects (CE&OPs), service provider capacity building projects (SPCBPs), and LBTQ research projects. A final strategy proposed by stakeholders, community-led needs assessments, are incorporated into the LBTQ Initiative’s program evaluation.



The funding offered in this Request for Application (RFA) provides an opportunity to develop and implement activities that build service providers’ capacity to deliver culturally and linguistically appropriate health and health-related services for LBTQ communities. Projects may address services delivered within healthcare settings and/or in LGBTQ-specific continuums of care that holistically link and support retention in care across a variety of settings. CDPH will fund up to 8 contracts.

OHE encourages diverse and smaller CBOs to apply for this funding. Additionally, the Office of Health Equity (OHE) believes in the strength and power of combined partnerships and collaboration. Collaborative projects are allowed (not required) under this funding opportunity.

1.2. FUNDING TERM AND AVAILABLE FUNDING

The California State Legislature appropriated \$17.5M in 2019 to fund activities that address lesbian, bisexual, and queer women’s health disparities. The funding of the LBTQ Initiative is available for expenditure or encumbrance through June 30, 2024.

SPCBPs will be funded at \$2.4M over a 2 years period; contracts will commence approximately March 1, 2023, and end February 28, 2025. The total funding amount will be distributed between up to 8 contractors, with awards totaling up to \$400,000 each.

1.3. KEY ACTION DATES

We recognize that time is of the essence. Applicants are encouraged to follow the dates and times indicated below.

DATE (Times in PST)	KEY ACTION
Sep 30, 2022	RFA Released for Application
Oct 3, 2022 10:00 a.m. – 12:00 p.m.	Pre-Application Conference (<i>Optional</i>)
Oct 10, 2022 before 5:00 p.m.	Deadline for Written Question Submission
Oct 17, 2022 before 5:00 p.m.	Responses to Written Questions Posted on SPCBP RFA page
Oct 24, 2022 before 5:00 p.m.	Deadline for Request for Requirements Change
Nov 30, 2022 before 5:00 p.m.	Deadline to Receive Application
Dec 30, 2022 before 5:00 p.m.	Notice of Intent to Award Posted on SPCBP RFA page
Mar 1, 2023 (<i>Estimate</i>)	Contracts begin

1.4. PRE-APPLICATION CONFERENCE (OPTIONAL)

For those that want to attend, an optional pre-application conference will be held October 3, 2022 from 10:00 a.m. to 12:00 p.m. and will take place virtually on Zoom. Information on registering for the event can be found on the [SPCBP RFA page](#).

CDPH strives to comply with the Americans with Disabilities Act (ADA) and will ensure that the pre-application conference is accessible to persons with disabilities, and ensuring this notice is available to the public in appropriate alternative formats when requested. For individuals with disabilities, CDPH will provide assistive services such as sign-language interpretation, real-time captioning, note takers, reading or writing assistance, and conversion of meeting materials into Braille, large print, audiocassette, or electronic form. To request such services, please write via email the following before 5:00 p.m. on August 25, 2022.

1.5. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

Prospective contractors may submit questions regarding the RFA process or requirements via email to LBTQCapacityBuilding@cdph.ca.gov before 5:00 p.m. on October 10, 2022. Answers are expected to be posted to the SPCBP RFA page by October 17, 2022. Requests for changes to RFA requirements may be submitted via email to LBTQCapacityBuilding@cdph.ca.gov before 5:00 p.m. on October 24, 2022. At its discretion, CDPH may accommodate change requests to strengthen the procurement or overall effectiveness of the initiative. All changes to the RFA must be made by amendment. At its discretion, CDPH reserves the right to contact an applicant to

seek clarification. Applicants failing to report a known or suspected problem with this RFA or failing to seek clarification to the RFA submit an application at their own risk. It is the responsibility of all proposed applicants to continuously monitor the [SPCBP RFA page](#) for modifications and clarifications.

1.6. RESPONSES TO WRITTEN QUESTIONS

CDPH will provide responses to written inquiries about this RFA that are received via email and post the responses on the [SPCBP RFA page](#) before 5:00 p.m. on October 17, 2022. It is the responsibility of all proposed applicants to continuously monitor the [SPCBP RFA page](#) for modifications and clarifications.

1.7. CONTACT INFORMATION

All communications, unless otherwise specified, should be directed to the following:

Sarah Roush
California Department of Public Health
1616 Capitol Ave,
Sacramento, CA 95814
Email: LBTQCapacityBuilding@cdph.ca.gov

2. BACKGROUND

2.1. LBTQ HEALTH EQUITY INITIATIVE GOALS

2.1.1. LBTQ INITIATIVE GOALS

LBTQ people deserve access to affirming, culturally competent healthcare services. The LBTQ Initiative seeks to address health disparities and inequities that negatively impact the health and wellness of LBTQ Californians through community-led interventions.

LBTQ people are impacted across the lifespan by structural, community-level and interpersonal anti-gay and anti-transgender bias, which leads to worsened health outcomes in many realms of health and wellness. Specifically, LBTQ people experience higher rates (compared to cisgender/heterosexual peers) of: sexual abuse; threats and violence; homelessness and poverty; depression; substance use including alcohol and tobacco; sexually transmitted infection and HIV; unplanned pregnancy; and chronic conditions like asthma and cardiovascular disease.

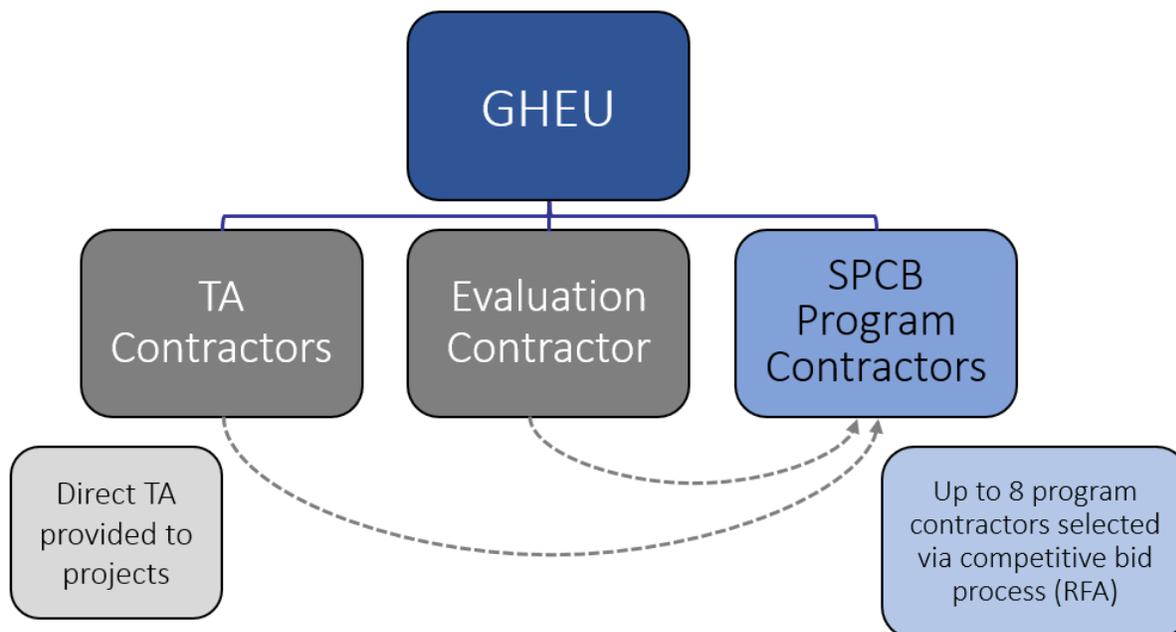
LBTQ people often delay or avoid seeking medical care due to experiences of discrimination and bias in healthcare settings. This results in LBTQ people being less likely to access preventive and primary healthcare services, exacerbating worsened health outcomes within these communities.

To address these health inequities, the LBTQ Initiative is funding four strategies, designed to address barriers to accessing affirming and inclusive health services; increase health education and outreach addressing the needs of LBTQ communities; improve knowledge, attitudes and behavior related to LBTQ patients among health service providers; and address gaps in research on LBTQ populations. The focus area of the current funding opportunity is service provider capacity building.

The goal of SPCBPs is to fund community-led training and TA projects for health service providers, quality improvement efforts related to provision of culturally responsive care for LBTQ patients, and other efforts to strengthen continuums of care for LBTQ Californians. This broadly defined focus for capacity building activities is designed to acknowledge that continuums of care for LBTQ patients, clients and communities extend beyond just healthcare agencies and settings.

2.1.2. ROLE OF CONTRACTOR IN ACHIEVING LBTQ INITIATIVE GOALS

Graphic 1: Program funding structure



As illustrated in Graphic 1, GHEU staff will directly manage program contractors consisting of LBTQ-led and -serving community-based organizations. Through this RFA, the GHEU anticipates funding up to 8 SPCB projects statewide. Program contractors will be additionally supported by the LBTQ Initiative evaluator and technical assistance (TA) contractors, also directly managed by GHEU; evaluation and TA support needs will be identified during the contract period.

2.2. PRIORITY POPULATIONS LIST

All applications are required to center LBTQ populations within proposed projects. While capacity building activities may discuss LGBTQ+ populations more broadly, the project narrative should describe how the needs of LBTQ communities are specifically addressed. LBTQ populations are inclusive of:

- LBQ women of all gender identities;
- Transgender communities (transfeminine, transmasculine and nonbinary).

Additionally, all proposals must address at least one LBTQ Initiative priority population:

- BIPOC LBTQ Californians
 - We encourage projects that address specific sub-populations and cultural identities, acknowledging that some population definitions (such as API) are too broad to effectively address shared experiences.
- LBTQ Californian youth (ages under 25)
- LBTQ Californian elders (ages 65 and older)
- Economically vulnerable populations in California
 - Including homeless populations and individuals engaged in survival economies.
- Legally vulnerable populations in California
 - Including immigrants, undocumented individuals, homeless populations, incarcerated and recently incarcerated populations, youth engaged in and recently transitioned from the foster care system, and queer and transgender sex workers.

Proposed activities must be designed to build the capacity of service providers to deliver culturally and linguistically responsive health and/or health-related services for LBTQ communities, including but not limited to primary care services, reproductive health services, mental health services, behavioral health services, as well as other activities that strengthen continuums of care for LBTQ Californians. Under the terms of this funding opportunity, “service providers” are broadly defined, including but not limited to:

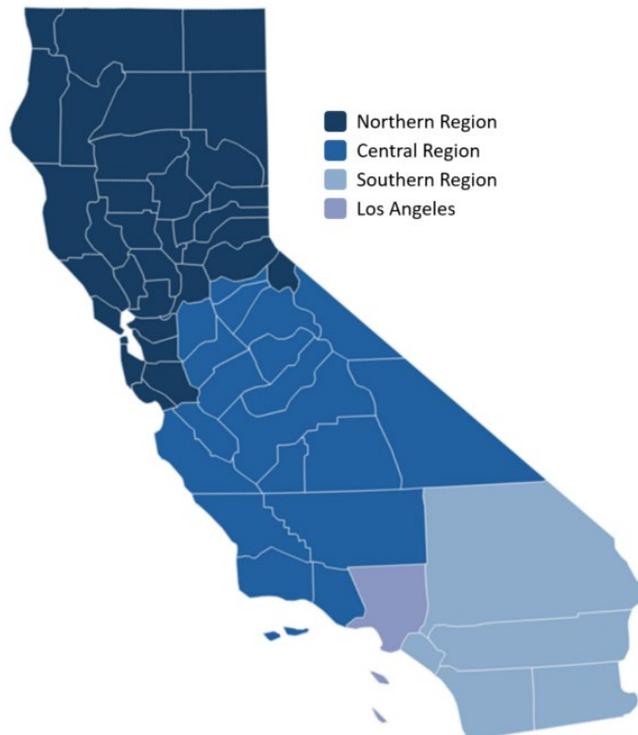
- Healthcare providers who have regular interactions with patients, such as physicians, physicians assistants, nurse practitioners, registered nurses, licensed vocational nurses,

emergency department staff, and medical assistants, as well as lay staff, community health workers, case workers, and administrators in community clinics, hospitals, doctor's offices and other health care settings.

- Midwives and other birth workers
- Mental and behavioral health providers
- Cultural health practitioners
- Peer navigators and peer support workers
- Home health and care workers
- Health-related social service and youth service providers
- Child welfare staff and educators
- Non-traditional healthcare providers (jails, juvenile detention facilities)

2.3. GEOGRAPHIC COVERAGE

The LBTQ Initiative prioritizes funding historically underserved and under-resourced communities of California, including those in urban and rural areas. In the interest of promoting equity in geographic coverage of funding, this RFA seeks to distribute funding across the four regions specified below. For each of the four regions for which an application is received, the LBTQ Initiative will fund the highest scoring, compliant application for that region. The remaining funding will be distributed to the highest scoring remaining applicants who submitted responsive, compliant applications, regardless of region, up to a maximum of eight total awards.



REGION	COUNTIES
Northern Region	Alameda, Alpine, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Mateo, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, Yuba
Central Region	Amador, Calaveras, Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne, Ventura
Southern Region	Imperial, Orange, Riverside, San Bernardino, San Diego
Los Angeles	Los Angeles

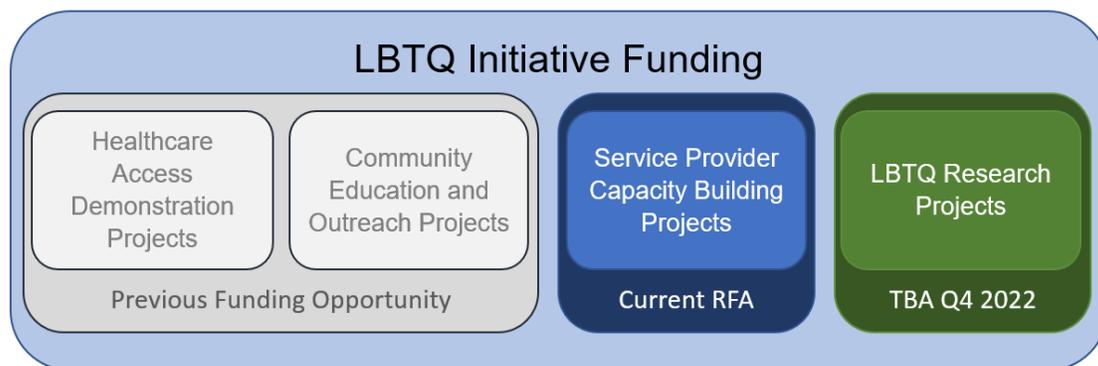
In the application cover sheet, applicants are required to indicate the region in which the proposed project will take place. Applicants must select only one region. Project activities will not be strictly limited to this region, but the applicant must describe proposed activities that will primarily benefit and contribute to programmatic impact in the selected region. An application may only be submitted for a region where funded project activities will take place, even if the organization’s clients/patients cross regional borders to receive services.

2.4. LBTQ HEALTH EQUITY INITIATIVE GUIDELINES

Should they be awarded a contract, all contractors and subcontractors shall keep informed about and adhere to all program guidelines as established by CDPH.

2.5. LBTQ HEALTH EQUITY INITIATIVE FUNDING ALLOCATIONS

The current funding opportunity consists of funding for SPCBPs.



The GHEU anticipates funding up to 8 SPCBP contracts of up to \$400,000 each. Subject to the requirements of Government Code Section 11019, CBOs awarded contracts for this scope of work may be eligible for advance payment. CBOs seeking advance payment must submit written justification demonstrating the need for advance payment and must review and formally acknowledge CDPH's control procedures for advance payment.

The remaining funding opportunity of the LBTQ Initiative, for the LBTQ Research Projects, will be announced and released at a later date in 2022.

- Through RFA 3, GHEU anticipates funding 6 research contracts for up to \$300,000 each. The LBTQ Initiative intends to fund a variety of original research that can shed light onto issues that impact LBTQ health access and services and the means to effectively address identified issues.

2.6. ROLE OF CONTRACTOR

The role of the program contractor is the planning and implementation of a community-led intervention addressing capacity building for the delivery of culturally and linguistically responsive health and/or health-related services for LBTQ communities. Key administrative responsibilities include accurate and timely submission of project data and invoices, coordination with LBTQ Initiative evaluation contractor and fulfillment of program evaluation requirements, and coordination of contract and project documentation and reporting.

1) Project Planning & Implementation

- Design and planning of a new project; or planning to enhance and expand an existing intervention.
- Implementation of project activities designed to meet project goals and outcomes.
- Participate in program requirements, including TA sessions (related to program evaluation and additional areas for capacity building, as determined based on project needs).

2) Evaluation

- Collaboration with LBTQ Initiative evaluator to develop and complete requirements of project evaluation plan.

3) Reporting and Documentation

- Maintaining all project documentation, as requested and required by CDPH.

- Monthly reporting to CDPH, including programmatic updates and data submission, timely communication of internal and external challenges and barriers to project implementation.
- Timely submission of invoices and backup document, as required.
- Compliance with all legal and regulatory requirements in terms of data and information privacy and project administration.

2.7. PROGRAM REQUIREMENTS

This funding provides an opportunity for LBTQ-serving CBOs to develop new interventions and/or enhance existing activities, addressing the need for capacity building, training and quality improvement among California-based service providers to deliver affirming, culturally and linguistically responsive care and services to LBTQ communities. Additionally, funding may be used to strengthen community-based continuums of care for LBTQ Californians.

While collaboration and partnership with health and health-related service providers (including but not limited to primary care, reproductive health, mental health, behavioral health and other facets of healthcare) is encouraged, the program contractor must be an LBTQ-led and/or -serving CBO. Service provider partners may be included as a subcontractor or consultant on the budget. SPCBPs must follow a public health approach of disease prevention.

2.7.1. EXAMPLES OF ALLOWABLE ACTIVITIES

- LGBTQ+ cultural competency trainings and technical assistance targeting home healthcare staff and program administrators in Los Angeles County. (**While projects may address capacity building related to serving LGBTQ+ populations broadly, the narrative should address how the needs of LBTQ populations are centered within the project design.*)
- A partnership with a local FQHC to implement a quality improvement (QI) project focused on retention and improved health outcomes for BIPOC LBTQ patients in 2 counties of California's Central Valley.
- Enhancement of community-based peer navigation services to support access to affirming care, engagement and retention of transgender patients, in rural areas of Southern California.
- Development and implementation of new digital training curricula on SOGI data collection and utilization for health service providers statewide*, with free registrations provided during the project funding period. (**While this curriculum and related trainings may be provided statewide, the applicant would be required to select one region of focus and describe targeted activities there, e.g. piloting of curricula with service providers in Shasta County.*)

2.7.2. EXAMPLES OF UNALLOWABLE ACTIVITIES

- A suicide prevention communications campaign directed at queer and trans youth in the East Bay. *(Community outreach & education projects were funded under a previous RFA. This would need to incorporate a capacity building component to qualify under this funding opportunity.)*
- A gap analysis and needs assessment focused on reproductive healthcare access and barriers among transmasculine patients in Southern California *(Research projects will be funded through a subsequent RFA of the initiative.)*
- A project to increase preventive cancer screenings among LBTQ women in which 85% of project budget funds provider salaries and direct patient care, with minimal focus on community-based interventions or trainings and technical assistance. *(Community-based projects must be prevention-focused and follow a public health approach.)*
- Funding community social events at a local bar with free alcohol for participants. *(Activities that may contribute to or exacerbate health disparities, such as substance misuse and abuse, are not allowable.)*
- A project that develops a new app to connect transgender and non-binary individuals to hormone therapy, with a \$90/month subscriber fee. *(For-profit activities are not allowable.)*

2.8. PROJECT EVALUATION

A minimum of 10% of the total award must be allocated to evaluation activities. This may include staff time for overseeing data collection and ongoing evaluation of the funded project.

Each funded project will be empowered to develop their own approach to evaluation in a manner that is relevant and culturally responsive. Evaluation guidance and technical assistance will be provided by the LBTQ Initiative Evaluator. This will include guidance on the incorporation of required LBTQ Initiative evaluation metrics, including but not limited to standardized demographics and impact measures.

2.8.1. EVALUATION REQUIREMENTS

- 1) **Project Evaluation Plan Development** Contractors will be provided with LBTQ Initiative Evaluation Guidelines at the start of the contract. Within the first 60 days of project implementation, the contractor will be required to develop a project evaluation and data collection plan, including the development of evaluation measures aligned with the LBTQ Initiative's goals. The LBTQ Initiative evaluator will provide TA and support. The proposed project evaluation plan will be submitted for review and acceptance by CDPH within 60 days of the start of the contract period. The contractor will be required to revise the evaluation plan to meet CDPH requirements until the plan is accepted.

- 2) **Evaluation Progress Meetings** The contractor will be expected to meet quarterly with the LBTQ Initiative evaluator to discuss project progress and identify needs for TA .
- 3) **Participation in Ongoing Technical Assistance** The contractor will be expected to participate in ongoing evaluation TA sessions hosted by the evaluation team to build research and evaluation capacity and network with other funded contractors. (Approximately 4 per year)
- 4) **Annual and Final Evaluation Updates** The contractor will be required to submit a mid-point evaluation report at the end of contract year 1, and ensure the completion of a final report that includes, but is not limited to, project and participant data as required under the project evaluation plan.

3. CONTRACTOR QUALIFICATIONS

3.1. MINIMUM QUALIFICATIONS

Failure to meet the minimum qualification will cause the submitted application to be considered unresponsive and the application will be disqualified.

The contractor **must have**, at minimum, the following qualifications and experience:

- 1) Be a 501(c)3 organization, fiscally sponsored organization, or Tribal government.
- 2) Must be based in California.
- 3) Have at least 2 years of experience in implementing projects and/or providing services to the priority populations defined in Section 2.2. Project staff experience may be counted towards this requirement.

3.2. DESIRED QUALIFICATIONS

Scoring of contractor applicant qualifications will be based on the following criteria:

- 1) Applicant has significant experience implementing capacity building efforts related to the delivery of affirming, culturally and linguistically responsive health- and health-related services for LBTQ communities and priority populations.
- 2) Applicant has demonstrated ability to work in a culturally and linguistically appropriate manner with California's LBTQ communities and priority populations.
- 3) Applicant has strong support from the LBTQ communities and priority populations that the applicant serves. Examples of support could include, but is not limited to, financial and volunteer support by client/consumer/family members. Strong community engagement, including, but not limited to, specific roles for clients/consumers/family

members in support of the applicant organization and/or applicant organization is represented by members of the community that it serves in leadership positions, including board of directors or other executive positions.

- 4) Applicant has previous experience and the capacity to successfully administer contracts similar in size and scope to the proposed project.

4. APPLICATION INSTRUCTIONS

4.1. REQUIRED DOCUMENTS

For the application to be considered responsive, all required attachments must be completed and included with the application by the date and time shown in Section 1.3. See Attachment 1 for a checklist of required attachments.

4.2. REQUIRED FORMAT FOR AN APPLICATION

This RFA, the evaluation of the applications, and the award of any resultant contract will be governed generally by the rules of this section and applicable State policy.

Applications must be organized in the format shown below and contain all the information listed:

- 1) **Table of Contents:** Include a Table of Contents displaying the organization of the application being submitted.
- 2) **Proposed Contractor Submittals:** Attachments 1-11.

4.3. ELECTRONIC SUBMISSION

The deadline to receive the application is November 30, 2022 before 5:00 p.m. (i.e., application must be received by CDPH no later than 4:59:59 p.m.). Applicants must submit one (1) PDF, containing all the required elements of the application via email to LBTQCapacityBuilding@cdph.ca.gov. All documents contained in the application must have electronic signatures and must be signed by a person who is authorized to bind the proposing organization. Applications not received electronically by the due date and time indicated above will be rejected.

Email Component	Information Requirement
To Email Address	LBTQCapacityBuilding@cdph.ca.gov
Subject Line	[Applicant Organization Name] RFA #22-10531 Application

Email Component	Information Requirement
Attachments	<p>Attach one (1) file containing all the required elements of the application. The file can be submitted in PDF format only. Unless otherwise directed, we do NOT accept other formats. CDPH would appreciate it if the file is easily text-searchable, but this is not required.</p> <p>If the attachment exceeds 1.5MB, you may separate the attachment into smaller attachments and submit multiple emails that indicate the sequence number at the end of subject line. For example, if a submission requires three emails, the subject line of the first email to be read should end with “Part 1 of 3”.</p>

4.4. MULTIPLE SUBMISSIONS

Multiple submissions will not be considered under the terms of this RFA.

- Applicants may only submit one (1) response to this RFA.

Applicants or any proposed subcontractors who submit and/or appear in more than one submitted application will be required to designate the one (1) application to be considered, or be disqualified. An application may still be considered if all required elements are met following a proposed subcontractor’s withdrawal from the application process.

5. SCORING PROCESS

This section explains how the application will be reviewed. It describes the review stages and scoring of all applications. Each application will be scored based on its response to the information requested in this RFA.

During the review and selection process, CDPH may interview applicants either by telephone for the purpose of clarification and verification of information provided in the application.

5.1. APPLICATION SCORING

To review all applications, CDPH will organize a scoring team. The scoring team will include CDPH staff, including select subject matter experts. Scoring team members shall have no financial connection to any organizations applying for contracts. The scoring team members will review each application thoroughly and assign a final score.

The applications will be reviewed in two stages:

STAGE 1. ADMINISTRATIVE COMPLIANCE (PASS/FAIL)

CDPH will review applications for compliance with requirements and completeness. Applications that fail Stage 1 will be disqualified and eliminated from further review.

STAGE 2. APPLICATION SCORING

Applicants that pass Stage 1 will have their contractor narrative (See Attachment 4) scored based on the following scoring criteria (maximum points available for each criterion are noted):

Scoring Criteria	Maximum Possible Points
Organization Capacity	30
Project Design	20
Approach	30
Budget	20
Maximum Total Points Possible	100 Points

A minimum of 80 points out of the 100 possible points must be achieved to be considered compliant.

5.2. AWARD PROCEDURES

Up to 8 contracts are expected to be awarded through this RFA process. To determine the award of funding, applications will be ranked by total score from highest to lowest. Awards will go to the highest scoring applicant for each region that will be served (i.e., regions in which at least one application is received). The remaining funding will be distributed to the highest scoring remaining applicants who submitted a compliant application.

5.3. CONTRACT AWARD APPEALS PROCEDURES

An applicant who has submitted an application and was not funded may file an appeal with OHE. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation or selection process. There is no appeal process for applications that are received late or are incomplete. Appeals shall be limited to the following:

- 1) CDPH GHEU failed to correctly apply the application review process, the format requirements, or evaluating the applications as specified in the RFA.

- 2) CDPH GHEU failed to follow the methods for evaluating and scoring the applications as specified in CDPH OHE RFA #22-10531.

Appeals must be sent by email to LBTQCapacityBuilding@cdph.ca.gov and must be received before 5:00 p.m. on January 9, 2023 or 5 business days following intent to award is announced, whichever is latest. The Deputy Director of CDPH OHE, or a specified designee, will then come to a decision based on the written appeal letter. The decision of the Deputy Director of CDPH OHE, or the specified designee, will be the final remedy. Applicants will be notified by email within 15 days of the results of the written appeal letter. CDPH OHE reserves the right to award the contract when all appeals have been resolved, withdrawn, or responded to the satisfaction of CDPH OHE.

6. ADMINISTRATION

6.1. COST OF DEVELOPING AN APPLICATION

The applicant is responsible for the cost of developing an application and this cost cannot be charged to the State.

6.2. DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009, Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit an application for a contract with a State agency for goods or services. (PCC section 10477(a)).

Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or application to a State agency.

A scrutinized company may still, however, submit a bid or application for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

6.3. CERTIFICATION OF FINANCIAL SOLVENCY

The proposed contractor must submit a certification to certify, to the best of their knowledge and belief, that its organization and project team are financially solvent and will remain so during the life of any contract awarded (See Attachment 8).

6.4. RFA CANCELLATION AND ADDENDUM

If it is in the State's best interest, CDPH reserves the right to do any of the following:

- Cancel this RFA;
- Create addendums to this RFA as needed; or
- Reject any or all applications received in response to this RFA.

If an addendum to the RFA is created, CDPH will post it on the [SPCBP RFA page](#). It is the responsibility of all proposed applicants to continuously monitor the [SPCBP RFA page](#) for modifications and clarifications.

6.5. ERRORS

If an applicant discovers any ambiguity, conflict, omission, or other error in the RFA, the applicant shall immediately notify CDPH of such error in writing and request modification or clarification of the document. Modifications or clarifications will be posted on the [SPCBP RFA page](#), without divulging the source of the request for clarification. It is the responsibility of all proposed applicants to continuously monitor the [SPCBP RFA page](#) for modifications and clarifications.

An error in the final application may cause the rejection of that application; however, CDPH may at its sole option retain the application and make certain corrections. In determining if a correction will be made, CDPH will consider the conformance of the application to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.

- 1) If the applicant's intent is clearly established based on review of the complete final application submittal, CDPH may at its sole option correct an error based on that established intent.

- 2) CDPH may at its sole option correct obvious clerical errors.
- 3) If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the applicant (if awarded the contract) or in a requirement of the contractor to supply a major item at no cost, the applicant will be given the opportunity to promptly establish the grounds legally justifying relief from its application.
- 4) It is absolutely essential that applicant carefully review the cost elements in their final application since they will not have the option to correct errors after the time for submittal of the final applications.
- 5) CDPH may request clarification of items in the applicant's response if the meaning is not clear to CDPH. Responses to requests for clarification must be confirmed in writing by the applicant as instructed by CDPH's Procurement Official at the time of the request.
- 6) At CDPH's sole discretion, it may declare the final application to be a draft application if CDPH determines that final applications from all applicants contain material deviations. Applicants may not dispute CDPH's determination that all applications have material deviations. If all applications are declared noncompliant, CDPH may issue an addendum to the solicitation. Should this occur, CDPH may hold confidential discussions with participating applicants who are interested in continuing to be considered. Each participating applicant will be notified of the due date for the submission of a new final application to CDPH. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new final applications will be evaluated as required by Section 5.1.

6.6. MODIFYING OR WITHDRAWAL OF APPLICATION

An applicant may, by emailing LBTQCapacityBuilding@cdph.ca.gov, withdraw or modify a submitted application before the deadline to receive applications. Applications cannot be changed after the deadline to receive applications.

6.7. IMMATERIAL DEFECT

CDPH may waive any immaterial defect or deviation contained in a contractor's application. CDPH's waiver shall in no way modify the application or excuse the successful contractor from full compliance.

6.8. DISPOSITION OF APPLICATIONS

Upon application opening, all documents submitted in response to this RFA will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

6.9. APPLICANT'S ADMONISHMENT

The RFA contains the instructions governing the requirements for a firm quotation to be submitted by interested contractors, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and contractor responsibilities. Contractors must take the responsibility to carefully read the entire RFA, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFA are followed and appropriately addressed, and carefully reread the entire RFA before submitting application.

6.10. REJECTION OF APPLICATION

Deviation, whether or not intentional, may cause an application to be non-compliant and not considered for award. CDPH may reject any or all applications and may waive any immaterial deviation or defect in an application. CDPH's waiver of any immaterial deviation or defect shall in no way modify the RFA documents or excuse the contractor from full compliance with the RFA specifications if awarded a contract. Final applications not received by the date and time specified in Section 1.3 will be rejected.

6.11. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by CDPH and the contractor after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the contractor, CDPH reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. The estimated term of the agreement is expected

to last until January 31, 2025. A sample Standard Agreement, Attachment 16, is attached for review. The contractor who is awarded a contract will be required to sign the Standard Agreement and related documents.

6.12. ATTACHMENTS

ATTACHMENT 1 – Required Attachments Checklist

A responsive application shall consist of all the required items identified below for the proposed contractor. Complete this checklist by marking the box with an “X” for each completed item being submitted to CDPH.

	<u>Form</u>	<u>Description</u>
<input type="checkbox"/>	Attachment 1	Required Attachments Checklist <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 2	Application Summary <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 3	Contractor Minimum Qualifications Certification <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 4	Contractor Narrative <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 5	Contractor Budget Sheet <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 6	Contractor Certification Clauses (CCC 04/2017) <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 7	Darfur Contracting Act Certification* <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 8	Certification of Financial Solvency <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 9	Payee Data Record (STD 204) <i>(1 per contractor)</i>
<input type="checkbox"/>	Attachment 10	Contractor Letters of Support <i>(2 per contractor)</i>
<input type="checkbox"/>	Attachment 11	CDPH 9083 – Government Agency Taxpayer ID Form* <i>(1 per government agency)</i>

*If applicable

[ATTACHMENT 2 – Application Summary](#)

TABLE 1. PROGRAM CONTRACTOR APPLICATION

Organization Name	Primary Contact
Address	Phone Number
City, State, Zip	Email
Type of Organization (Please select one)	Total Funding Requested
<input type="checkbox"/> 501(c)3 Organization, <input type="checkbox"/> Fiscally Sponsored Organization, or <input type="checkbox"/> Tribal Government	
Region Served (Please select one)	Priority Population (Select all that apply)
<input type="checkbox"/> Northern California <input type="checkbox"/> Central California <input type="checkbox"/> Southern California <input type="checkbox"/> Los Angeles	<input type="checkbox"/> BIPOC LBTQ Californians <input type="checkbox"/> LBTQ Californian youth (ages under 25) <input type="checkbox"/> LBTQ Californian elders (ages 65 and older) <input type="checkbox"/> Economically vulnerable populations in California <input type="checkbox"/> Legally vulnerable populations in California

ATTACHMENT 3 – Contractor Minimum Qualifications Certification

I, _____, certify that _____ fulfills the following minimum qualifications and have attached documentation to verify each qualification as required:

Qualification	Please check the appropriate boxes
1) Be a 501(c)3 organization, fiscally sponsored organization, or Tribal government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Must be based in California.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Have at least 2 years of experience in implementing projects and/or providing services to the priority populations defined in Section 2.2. Project staff experience may be counted towards this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed: _____ Date: _____

Title: _____

Organization Name: _____

ATTACHMENT 4 – Contractor Narrative

The Applicant will submit a narrative addressing the following required elements:

1. ORGANIZATION CAPACITY (30 POINTS)

*MAXIMUM PAGE LIMIT 5 PAGES, NOT INCLUDING RESUMES AND ORGANIZATIONAL CHART;
MINIMUM SIZE 10 FONT, NOT APPLIED TO FOOTNOTES/ENDNOTES*

In this section, provide a brief narrative description of the organization and project team.

Required components include:

- a. Description of the organization, its programmatic focus, and populations/clients served. Explain how the mission of the organization aligns with the LBTQ Initiative. Highlight any experience and organizational capacity in serving the priority population(s) this project is designed to serve.
- b. Descriptions of leadership's (board members and executive officers) and key personnel's ties to LBTQ communities and priority populations, including lived experience;
- c. Description of the key personnel responsible for implementation of this subcontract. Describe their professional experience implementing capacity building or other related project activities, as well as their ability to deliver services with linguistic and/or cultural competence for the priority population(s) that this project is designed to serve.
- d. Provide resumes for all key personnel included in project budget.
- e. Provide an organization chart. *Please include the proposed project to be funded under this RFA, illustrating the proposed relationships between the lead project manager, key personnel, and support staff that are expected to participate in the project.
- f. If you will use subcontractors/consultants to perform any key tasks and services, please name their role and qualifications. If not currently identified, indicate "TBD". If no consultants are included in the budget, indicate "N/A".

2. PROJECT DESIGN (20 POINTS) NO PAGE LIMIT

In this section, describe how this project will successfully address health inequities in the priority population(s) that it is designed to serve. Required components include:

- a. Identify the selected priority population(s) this project is designed to serve;
- b. Description of risk factors or challenges/barriers that will be addressed and how they will be addressed through project activities; (include data/citations for risk factors impacting this population or challenges/barriers to the provision of affirming, culturally responsive services, etc)
- c. Description of expected outcomes as a result of the work proposed. These outcomes may include (a) health outcomes for individuals in the priority population(s) that this project is designed, or (b) process outcomes if the capacity building activities have a less direct impact on individual health outcomes.

Also, provide a detailed overview of the proposed project. Required components include:

- d. Description of project elements, such as approaches, strategies, methods, products, and/or practices that will be delivered;
- e. Description of where/in what setting that the project elements will be delivered;
- f. Description of why the described approach and activities will be effective. Provide any existing evidence for the proposed approach, such as published evidence, informal evaluations that have been conducted, case studies and/or surveys or testimonies from project participants, family members, community members and/or other stakeholders;
- g. Description of how success and impact will be demonstrated and measured; and
- h. Identify whether funding will be used to enhance or expand existing interventions, or to develop a new intervention.

3. APPROACH (30 POINTS) *NO PAGE LIMIT*

In this section, include a narrative with a detailed description of the theory of change for the proposed project. This should explain how the proposed activities will address underlying inequities and ultimately result in reduced health disparities and/or improved health outcomes in the priority population(s) the project is designed to serve. (See <https://ctb.ku.edu/en/table-of-contents/overview/models-for-community-health-and-development/logic-model-development/main> for explanation and examples)

Required components include:

- a. Purpose – What motivates the need for change?
- b. Inputs – What are the resources/infrastructure needed to operate the project?
- c. Activities – What will the organization do with the funding to make this change? What will these activities change, and what will be the anticipated results of those changes?
- d. Outputs – What evidence is there that the activities were performed as planned? This can include potential indicators (e.g. 80% of project participants report being linked to affirming care, 90% of staff have completed training series).
- e. Outcome - What kinds of changes on the individual participants do you envision will come about as a direct or indirect effect of the activities?
- f. Impact - What kinds of changes do you envision on the community will come about as a direct or indirect effect of the activities?

Also include a detailed workplan. Required components include:

- g. A clear, concise description of the steps that will lead to the fulfillment of each activity mentioned above, including a projected timeline for completion of the steps identified in g.

4. BUDGET JUSTIFICATION (20 POINTS) *NO PAGE LIMIT*

In this section, detail the line items in the budget sheet (Attachment 13). Required components include:

- a. Detailed description of the components of each line item and a justification for the expense.

ATTACHMENT 5 – Contractor
Budget Sheet

	2023				2024				2025	Total
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
A. Personnel										-
<i>Personnel 1 Name, Title</i>										
<i>Personnel 2 Name, Title</i>										
B. Travel										
C. Supplies and Equipment										
D. Other Direct Costs										
E. Consultants										-
<i>Consultant 1</i>										
<i>Consultant 2</i>										
F. Evaluation Activities (at least 10% of total award)										
G. Indirect Costs (at most 25% of total award)										
Total										

This template is provided as a guide. Applicants are not required to use it and may change or replace it to best meet its needs. Applicants should provide as much detail as possible.

Evaluation Activities must total a minimum of 10% of the total award and **Indirect Costs** must not exceed 25% of the total award. This is calculated to the cent, not as a rounded percentage.

Personnel Costs are the direct operating costs for staff time devoted to fulfilling the goals of this contract. It may include a pro-rated portion of benefits. Line items should be provided for specific individuals and/or positions.

Direct Costs are non-personnel operating costs necessary to carry out the project being funded; these costs need to be explicitly connected to project activities and not just routine costs. Direct costs include traveling costs and supplies and equipment costs. It should be noted that traveling costs shall adhere to state travel reimbursement policy, which is available here: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Indirect Costs are those expenses that are necessary for the general operation of an organization and are not specifically identified by Travel Expense Claim (TEC) with a particular grant, contract, project or activity. CDPH will allow a maximum of 25% of total direct costs to be budgeted for Indirect Costs.

Consultant Costs are costs for any consultants that the applicant anticipates seeking consultation from to fulfill the goals of this contract. Each consultant must be listed separately.

The budget narrative shall provide a detailed description of the components of each line item and a justification for the expense.

ATTACHMENT 6 – Contract Certification Clauses (CCC 04/2017)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct

as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
 8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards are exempt from this section if they do not receive payment other than payment of each meeting of the board, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air

Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 7 – Darfur Contracting Act Certification (if applicable)

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act’s intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one** of the following three paragraphs and complete the certification below:

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR
2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but
Initials we have received written permission from the Department of General Services (DGS) to
submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a
contract/purchase order. A copy of the written permission from DGS is included with
our bid, proposal or contract/purchase order.

OR
3. _____ We currently have, or we have had within the previous three years, business activities
Initials or other operations outside of the United States, but we certify below that we are
not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

ATTACHMENT 8 – Certification of Financial Solvency

In compliance with the California Department of Public Health (CDPH) contracting protocols, the following certification is required by non-profit offerors submitting an application:

1. The applicant organization official with contracting authority certifies, to the best of their knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The official will notify the CDPH representative in writing of substantial solvency concerns such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of contract funds for non-contract purposes.
2. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor made a false certification, CDPH may, in addition to other remedies available terminate any contract issued.

Printed Name of Authorized Official _____

Signature/Date: _____/_____

Organization Name: _____

Address: _____

City/State/Zip: _____

EIN: _____

ATTACHMENT 9 – Payee Data Record (STD 204)

The Payee Data Record (STD 204) is a required submittal. It is available at the [California Department of General Services website](#).

ATTACHMENT 10 – Contractor Letters of Support

Please type or print a list of two (2) population members that have provided letters of support for this application. The term “community member” may be used for Title and Company as appropriate. The letters should be included in the response, following this form. Letters of support should address past success serving priority population(s) as defined in Section 2.2. Each letter should indicate a deep and trusted relationship and endorsement of the community activities supported by the organization. Additionally, it is expected that each letter will iterate a unique relationship and perspective that the person providing the letter has with the proposing organization.

Organization Name: _____

LETTER 1 CONTACT			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ()			
Brief description of working relationship			
LETTER 2 CONTACT			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ()			
Brief description of working relationship			

ATTACHMENT 11 – CDPH 9083 – Government Agency Taxpayer ID Form

The CDPH 9083 – Government Agency Taxpayer ID Form is a required submittal for government agencies. It is available at [the FI\\$Cal website](#).

ATTACHMENT 12 – Sample Standard Agreement (STD 213)

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------	---------------------------------------------

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	
Exhibit E	Additional Provisions	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AB74

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISION

(For Subvention/Local Assistance Agreements)

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of any invoice(s) received, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item amounts specified in Attachment 5, Contractor Budget Sheet.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears or electronically upon CDPH approval to:

[Program Contact]

California Department of Public Health
Office of Health Equity, Business Operations Unit
MS 0022
1616 Capitol Avenue, 2nd Floor, Suite 74.242
Sacramento, CA 95899

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- D. Invoices shall:
 - 1. Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and listed in the Attachment 4, Contractor Narrative, are in accordance with Exhibit A.
 - 2. Identify the billing and/or performance period covered by the invoice as shown in Attachment 5, Contractor Budget Sheet.
 - 3. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed the total amounts of \$_____ as identified on the first page of the agreement nor shall it exceed the amount shown in Attachment 5, Contractor Budget Sheet.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Timely Submission of Final Invoice**

- A. Final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

5. **Expense Allowability / Fiscal Documentation**

- A. Invoice(s) received from the Contractor and accepted for payment by the State shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit by the state for three years and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be dis-allowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld will be recovered by the State by one of the following options:
 - 1. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
 - 2. A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 business days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay to the State the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Advance Payments

Subject to the requirements of Government Code Section 11019, CBOs awarded contracts for this scope of work may be eligible for advance payment.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books,

records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions	
1.	<u>Procurement Rules</u>
2.	<u>Equipment Ownership / Inventory / Disposition</u>
3.	<u>Subcontract Requirements</u>
4.	<u>Income Restrictions</u>
5.	<u>Site Inspection</u>
6.	<u>Intellectual Property Rights</u>
7.	<u>Prior Approval of Training Seminars, Workshops or Conferences</u>
8.	<u>Confidentiality of Information</u>
9.	<u>Documents, Publications, and Written Reports</u>
10.	<u>Dispute Resolution Process</u>
11.	<u>Officials Not to Benefit</u>
12.	<u>Prohibited Use of State Funds for Software</u>
13.	<u>Contract Uniformity (Fringe Benefit Allowability)</u>
14.	<u>Cancellation</u>

1. Procurement Rules

(Applicable to all subvention aid/Local assistance contracts in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall

apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$2,500 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$2,500** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.
- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or

public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property

disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

Agreement, to the Contractor.

- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is

applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this

Agreement even though performance may be carried out through a subcontract.

- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment

of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality

restrictions applicable to CDPH in the third-party's license agreement.

- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that

may be used or shown.

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the

infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business

matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the

preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California

Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages,

annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

- (2) Director's and executive committee member's fees.
- (3) Incentive awards and/or bonus incentive pay.
- (4) Allowances for off-site pay.
- (5) Location allowances.
- (6) Hardship pay.
- (7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost.

See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- a. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- b. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- c. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

- d. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- e. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- f. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

EXHIBIT E – ADDITIONAL PROVISIONS

1. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and

limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

ATTACHMENT 13 – List of Acronyms

AFAB – Assigned Female at Birth

BIPOC – Black, Indigenous, People of Color

CBO – Community-Based Organization

CDPH – California Department of Public Health

FQHC – Federally Qualified Health Center

GHEU – Gender Health Equity Unit

LBTQ – Lesbian, Bisexual, Transgender, and/or Queer

LBTQ Initiative – LBTQ Health Equity Initiative

PCC – Public Contracting Code

RFA – Request for Application

SPCBP – Service Provider Capacity Building Program

TA – Technical Assistance

TAY – Transitional Aged Youth

STI – Sexually Transmitted Infection

HIV – Human Immunodeficiency Virus

ATTACHMENT 14 – List of RFA Key Terms

Applicant – the Program Contractor, responsible for submitting application package.

Application – full response to this RFA; submitted by the Program Contractor (Applicant).

Contractor – also referred to as Program Contractor and Applicant. Responsible for implementing capacity building intervention.

Program Contractor – also referred to as Contractor and Applicant.

Subcontractor or Consultant – any additional partners contracted by the Applicant to support the completion of contract activities. This may consist of a service provider partner; a technical assistance expert providing consultation on training materials; etc.