KAREN SMITH
Director

EDMUND G. BROWN JR.
Governor

Call for Applications

Notice to Prospective Proposer(s)

Date: September 16, 2015

You are invited to review and respond to this Solicitation entitled 15-10616, CRDP Phase 2 Lesbian, Gay, Bisexual, Transgender and Queer Capacity Building Pilot Projects. In submitting your proposal, you must comply with these instructions.

The department is awarding up to seven grants as identified in this Call for Applications. Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at the Internet site http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx. If you do not have internet access, a hard copy can be provided by contacting:

Renee Wright
(916) 445- 4139
P.O. Box 997377, MS 0022, Sacramento, CA 95899-7413

The California Department of Public Health considers this Solicitation to be complete and without need of explanation. However, if you have questions or need any clarifying information, please send an email to OHE.Solicitations@cdph.ca.gov.

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

Call for Applications

Lesbian, Gay, Bisexual, Transgender and Queer Capacity Building Pilot Projects

15-10616

State of California

California Department of Public Health

Office of Health Equity

September 16, 2015

Table of Contents

I. Introduction 4
A. Overview 4
B. CDEPs 6
C. Technical Assistance 9
D. Goals 9
E. IPP Grants 13
F. Administrative Section 14
II. Eligibility 17
A. Minimum Qualifications 17
B. Desired Qualifications 17
III. Narrative 18
IV. Scoring Process and Criteria 22
A. About this Section 22
B. Application Scoring 22
C. Scoring Team 24
V. Administration 25
A. Application Format 25
B. Procurement Administration 27
C. Award and Protest 28
Attachments 30
Attachment 1: Required Documents Checklist 31
Attachment 2: Application Cover Page 32
Attachment 3: Draft Budget Overview 33
Attachment 4: Letters of Support 35
Attachment 5: Business Information Sheet 36
Attachment 6: Non-Supplantation Certification Form 38
Attachment 7: Sample Cover Letter 39
Attachment 8: Evaluation Plan Template 40
Attachment 9: CRDP Phase 2 Background 42
Attachment 10: IPP Goals & Requirements 51
Attachment 11: Prevention and Early Intervention Tables 59
Attachment 12: Definitions of Terms 64
Attachment 13: List of Acronyms 68
Attachment 14: References 71
Attachment 15: Sample State Contract 73
Exhibit A: Scope of Work 75
Exhibit B: Budget Detail and Payment Provisions 77
Exhibit C: General Terms and Conditions 81
Exhibit D(S): Special Terms and Conditions 85

Exhibit E: Additional Provisions 104
Exhibit F: Contractor's Release 105
Exhibit G: : Information Privacy and Security Requirements..... 106

I. Introduction

A. Overview

The purpose of this Call for Applications is to award Capacity Building Pilot Projects (CBPP) grants to organizations that provide promising mental health interventions to the California Lesbian, Gay, Bisexual, Transgender and Queer population and are in need of capacity building services to successfully participate as a California Reducing Disparities Project (CRDP) Implementation Pilot Project (IPP). Historically small Community Based Organizations (CBOs) have experienced difficulty competing for funding against more established CBOs and government entities that have the infrastructure to prepare more effective applications. CBPP grants will help overcome these historical shortcomings by not forcing small CBOs to compete with larger CBOs and government entities, helping ensure that CRDP funding is not limited to the same organizations that typically receive mental health funding. Organizations that are not eligible for CBPP grant funding should consider applying for IPP grant funding.

There are five separate Calls for Application, one for each of the five CRDP Phase 2 target populations (African American; Asian Pacific Islander (API); Latino; Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ); and Native American). Applicants for this grant program must currently be providing services to prevent mental health from becoming severe and disabling within the California Lesbian, Gay, Bisexual, Transgender and Queer population through an existing Community-Defined Evidence Practice (CDEP). CDEPs must be acknowledged by the community as effectively meeting its mental health needs in a culturally and linguistically competent manner.

We anticipate 35 IPP grants will be provided through five population-specific applications, with seven grants awarded to applicants serving the Lesbian, Gay, Bisexual, Transgender and Queer population. Approximately 20 will start as IPPs and 15 will start as CBPPs. It is CDPH's intention to award three CBPP grants and four IPP grants to each target population. This may change based on programmatic needs, the distribution of qualified applicants and the success of CBPPs in the Capacity Building phase. While each target population will receive the same number of pilot projects overall, the distribution of CBPP and IPP may vary.

CBPP grants are limited to organizations with operating budgets under $500,000 that have significant need for organizational capacity building. The grant funding period is six months. Those CBPPs that successfully complete all established requirements will be able to participate as IPPs. For programmatic reasons all CBPP grants must be awarded at the same time and have the same start and end dates. Similarly, all IPP grants must be awarded at the same time and have the same start and end dates.

In order to support the CBPP grantee's ability to complete the IPP requirements, they will receive extensive support from the Lesbian, Gay, Bisexual, Transgender and Queer

Population Technical Assistance Provider. Technical assistance will include developing a plan and infrastructure to evaluate the effectiveness of the programs utilizing culturally and linguistically competent approaches and supporting each Lesbian, Gay, Bisexual, Transgender and Queer CBPP to meet the organizational requirements for IPP eligibility. It is important for CBPPs to be aware of the intention and requirements of IPP grants to ensure a successful transition.

IPP grants were created to fulfill the strategy derived from the CRDP Phase 1 Draft Strategic Plan. At the time of the posting of this solicitation, the Draft Strategic Plan is in the process of public review and finalization and was created through an open, community process, guided by the African American, API, Latino, LGBTQ and Native American Strategic Planning Workgroups (SPWs) Population Reports. The Strategic Plan and SPW Population Reports are available in the BidSync Bidder's Library for reference. Each SPW is comprised of a broad representation of diversity of experience within their respective population group including, but not limited to, community leaders, mental health providers, consumer and family members, individuals with lived experience and academia. The five SPWs worked to identify new service delivery approaches defined by multicultural communities for multicultural communities using community-defined evidence to improve outcomes and reduce mental health disparities. IPP Grants are intended to fund, build capacity to support and evaluate CDEPs that are implementing strategies identified by the SPWs.

Applicants for both the Lesbian, Gay, Bisexual, Transgender and Queer IPP and CBPP grants must provide a CDEP to California's Lesbian, Gay, Bisexual, Transgender and Queer community. If an organization provides services to individuals outside the Lesbian, Gay, Bisexual, Transgender and Queer population, it may continue to do so, but funding through CBPP and IPP grants and evaluation efforts are limited to the Lesbian, Gay, Bisexual, Transgender and Queer population.

CRDP funding is intended to supplement, not replace a program's current funding. IPP funding may not be used to duplicate or supplant (replace) existing funding.

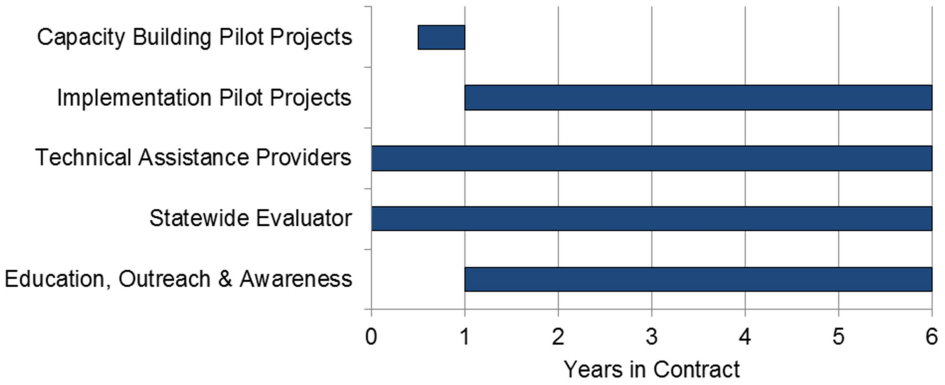
The IPPs are one component of CRDP Phase 2, which includes:

- Pilot Projects – Pilot Projects (including CBPPs and IPPs) are the central component of CRDP Phase 2. Pilot Projects are existing CDEPs that provide culturally competent mental illness prevention and early intervention services to members of a CRDP target population but have not yet been effectively validated.
- Education, Outreach and Awareness Consultants – Statewide and local consultants will be engaged to bring together community stakeholders and resources to address mental health disparities.

- Technical Assistance – Population-specific Technical Assistance (TA) Providers will be contracted to work with Pilot Projects to develop their evaluation planning and administrative and programmatic capacity.
- Evaluation – Evaluations will be performed by a Statewide Evaluator and by evaluators at each Pilot Project to demonstrate the overall effectiveness of CRDP Phase 2 and the effectiveness of each of the Pilot Projects.

In order to align the contractors and grantees across Phase 2 components, it is anticipated that CBPPs will start immediately and IPPs will start approximately 6 months after grant awards are announced. The figure below displays the anticipated sequencing of CRDP Phase 2 components.

Figure I.1
Sequencing of Phase 2 Components



For more information about CRDP Phase 2, see Attachment 9, CRDP Phase 2 Background.

B. CDEPs

For the purposes of this grant program, a CDEP is defined as a set of bottom-up practices derived from a community's ideas of illness and healing or positive attributes of culture or traditional practices. In addition, the practice has been used by the targeted community, which has determined it to yield positive results through community consensus. While some CDEPs may have been measured empirically, this is not necessary to show that there is a consensus in the community regarding its effectiveness. CDEPs can include a range of culturally tailored treatment approaches or support (Martinez, 2010; CIBHS, 2014; Community Defined Evidence Project Work Group, 2007). These services are often culture-specific practices that are supported by community experience but may not yet be recognized or funded by the public mental health system.

The goal of CRDP is to invest in selected CDEPs as IPPs in order to evaluate and validate those practices as effective in preventing mental illness from becoming severe and disabling. To be eligible for IPP funding, the CDEP must not have already been recognized as an evidence-based practice. Previous evaluation of the CDEP will not disqualify a program from consideration, nor will the absence of previous evaluation. The CDEP must be able to be evaluated, however. Funding, supporting and evaluating CDEPs lies at the heart of CRDP. Grant funding must not supplant existing funding for the services.

Prevention and Early Intervention (PEI)

For purposes of CRDP Phase 2 all Pilot Project CDEPs must meet the following requirements based on the OAC PEI framework:

The Mental Health Services Act (MHSA) goal for its PEI component is to “prevent mental illnesses from becoming severe and disabling” (5840(a)).

Kinds of PEI Programs: Direct and Indirect

PEI Regulations specify two broad program categories to meet this goal. Direct Programs – Prevention and Early Intervention – intend to reduce MHSA-specified “negative outcomes” that “may result from untreated mental illness” (5840(d)) for individuals with risk (Prevention) or early onset (Early Intervention) of a mental illness.

Other PEI programs intend, in various ways, to facilitate the earliest possible access to services and supports with the potential to bring about the same intended outcomes for individuals at risk of or with early onset of a mental illness. MHSA-specified program goals and the comparable PEI Regulations indirect programs related to increasing access include:

- Timely Access to Services for Underserved Populations
- Outreach for Increasing Recognition of Early Signs of Mental Illness
- Access and Linkage to Treatment for Severe Mental Illness
- Stigma and Discrimination Reduction
- Suicide Prevention (campaigns and broad efforts that do not focus on outcomes for specific individuals).

Intended Outcomes: Ultimate and Immediate

Both direct and indirect PEI programs intend ultimately to prevent mental illnesses from becoming severe and disabling. The immediate objectives for the two categories differ. The goal for PEI programs is respectively reduced risk (early signs) or presence (symptoms) of mental illness for specific individuals and reduction of applicable “negative outcomes” that can result from untreated mental illness:

- Suicide
- Incarcerations
- School failure or drop out
- Unemployment
- Prolonged suffering
- Homelessness
- Removal of children from their homes.

Stated positively, these programs intend to improve wellness, resilience, and recovery.

For “indirect” programs, goals include early and prompt access to treatment and other mental health services and supports and/or changes in someone’s attitude, knowledge, and/or behavior that are likely to facilitate access to mental health services.

Who Participates and Who Is Intended to Benefit?

In both direct and indirect program categories, it is possible (direct) and overwhelmingly likely (indirect) that the program will serve a broader group than the individuals intended ultimately to benefit. For example, there is evidence that for some risk factors for mental illness (e.g. bullying) and for many communities (rural, gender, cultural, age group), the most effective ways to promote access and outcomes for individuals with risk and/or presence of mental illness is to create relationships with and among a broader community. These approaches have been described as ecological, community-focused, holistic, and/or culturally competent. There is a difference between approach (who participates) and goal (whom the program intends to benefit). While the goal of MHSA funds is not overall community wellness, community-wellness approaches, in some instances, have been shown to be a highly effective way to “prevent mental illness from becoming severe and disabling.” A number of MHSA-funded Innovative Projects are piloting and testing various practices based on this theory.

Evidence

A continuum of kinds of evidence can be used to demonstrate probability of success: evidence-based practice, promising practices, or community-defined evidence (see “Kinds of Evidence” in Attachment 12). Please note that the range of evidence is based on varying conceptions of what constitutes sufficient and valid evidence. The rigor (from a scientific or cultural perspective) of evidence is not the same as the worth or benefit of the program, but describes the extent to and methods by which program outcomes and benefits have been demonstrated.

For more information, see Attachment 11.

C. Technical Assistance

In order to support CBPPs ability to advance to IPP stage, the CRDP will provide technical assistance through a population-specific contractor. Technical assistance will focus on two broad areas, evaluation and organizational development.

The Lesbian, Gay, Bisexual, Transgender and Queer Technical Assistance (TA) Provider will establish guidelines for and support each CBPP in the development of an evaluation plan. They will provide a framework and basic standards and provide support to empower CBPPs to build upon the framework to develop evidence of program effectiveness in a manner that is culturally and linguistically competent and is suitable for their community and programmatic approach. Throughout the entire process (Including evaluation plan development and refinement, data collection and evaluation implementation) the TA Provider will provide support as needed and feedback at established intervals.

In addition, the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will support each Lesbian, Gay, Bisexual, Transgender and Queer CBPP to improve the sustainability of the organization, focusing on completing the IPP application and fulfilling IPP requirements. It is understood that CBPP TA needs will vary from one project to the next.

D. Goals

The overarching goal of the CBPP stage is to prepare grantees to advance to IPP status. CBPPs that successfully complete all of the requirements of Goals 1 and 2 during the CBPP funding period will be eligible for advancement. CDPH will have the sole authority to determine if a CBPP has met all requirements. The following table details which IPP requirements CBPPs will fulfill through their CBPP application and which requirements will be completed during the CBPP funding period.

Table I.2
CBPP & IPP Requirements

Requirement	IPP Application	CBPP	
		Application	Grant Fulfillment
1. Cover Letter	X	X	
2. Required Documents Checklist	X	X	
3. Narrative	X	X	
4. Financial Certification	X		X
5. Workplan	X		X
6. Budget	X	*Draft**	X
7. Letters of Support	X	X	
8. Business Information Sheet	X		X

9. Non-Supplantation Certification Form	X	X	
10. Evaluation Plan	X		X

*CBPPs will include a draft budget in their application package

Goal 1: Develop the Capacity to Evaluate the CDEP's Effectiveness

CDEP evaluation is the cornerstone of CRDP Phase 2. Rather than imposing a top-down, one-size-fits-all approach, pilot projects will be empowered to develop their own approach, within the guidelines developed by the Statewide Evaluator and the Lesbian, Gay, Bisexual, Transgender and Queer TA. Under this empowerment model, it is critical that each CBPP develop the capacity to plan and implement its own evaluation. CBPP Grantees will work under the guidance of the Statewide Evaluator and Technical Assistance Provider to develop a Proposed Evaluation Plan, which will include:

1. Evaluation Approach: This describes specific details in regards to how the Grantee would implement a program evaluation that is both culturally and linguistically competent and addresses the needs of the community that it is serving or intends to serve. The approach must describe in detail the plan for gathering qualitative and quantitative data and must detail how community stakeholders would be engaged throughout the evaluation process, resulting in an analysis of the business case for this CDEP.
2. Theory of Change and Logic Model: (1) The Theory of Change is a detailed description of the step-by-step process that theoretically will lead to the end goal of the CDEP, including a clear explanation of the assumptions made to explain the change process. (2) The Logic Model is a planning tool that provides detailed description of how the program is expected to improve mental health outcomes of program participants (Samples of the Theory of Change and Logic Model are provided in the Bidder's Library).
3. Key Questions and Outcome Measures: This should include the specific, detailed questions the evaluation will seek to answer and what outcomes will be tracked. This must include mental health outcomes for individuals at increased risk of mental illness or with recent onset of mental illness.
4. Timeline: This should include planned due dates for the requirements and milestones that show tangible progress towards meeting each requirement.
5. Evaluation Staffing Model: If the Grantee proposes to utilize an in-house staff evaluator, the Grantee shall provide a description of the key qualifications and essential duties of the principal evaluator. In the event that the Grantee proposes to utilize a contractor to meet its evaluation requirements, the Grantee must provide the contractor's:
   i. Statement of qualifications, which demonstrates the Contractor's qualifications to develop and implement an evaluation plan, working in a culturally and

linguistically competent manner and engaging the community throughout the process

   ii. Detailed statement of work, which demonstrates the ability of the Grantee to ensure effective and timely implementation of the Evaluation Plan

6. Continuous Quality Improvement Plan: The Grantee must provide a detailed plan describing ongoing program monitoring activity that ensures program integrity and continuous quality improvement. This should include:
   i. Who within the organization will be involved?
   ii. When and how often will results be reviewed?
   iii. Who will decide how programs should be changed as a result of the evaluation?
   iv. Which stakeholders will be involved and in what setting? (Stakeholders include any persons interested in or impacted by the CDEP, including clients, family members and other community members.)
   v. How will stakeholder feedback be incorporated?
7. Update Plan: The Grantee shall update the Evaluation Plan annually, review with the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider and obtain approval for any deviations from CDPH. The applicant must provide a detailed plan indicating how the Evaluation Plan will be updated and reviewed to meet this requirement by the beginning of each grant year after the first year.
8. Institutional Review Board (IRB) Review (If necessary): An Institutional Review Board, also known as an Independent Ethics Committee or an Ethical Review Board, provides oversight on some behavioral research involving human test subjects. IPPs may be required to obtain IRB approval if the evaluation is deemed to constitute "human subject research" (see http://www.hhs.gov/ohrp/humansubjects/commonrule/ for more information). If the Grantee anticipates that it will need IRB approval, the Proposed Evaluation Plan should reflect this requirement. The Statewide Evaluator will independently make a recommendation to CDPH as to which IPPs must pursue IRB approval.
9. Evidence-Based Practice (Optional): The Applicant may wish to pursue review and acceptance as an Evidence-Based Practice, at its option. Doing so would require experimental or quasi-experimental evaluation design. The Grantee should review requirements from Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry of Evidence-Based Programs and Practices (http://www.nrepp.samhsa.gov/). If the Applicant plans to pursue review and acceptance, it must provide a detailed description of how it would meet the requirements.

If travel is required within the Lesbian, Gay, Bisexual, Transgender and Queer TA's workplan, shall be funded entirely by the Lesbian, Gay, Bisexual, Transgender and Queer TA. All travel shall adhere to state travel reimbursement policy, which is available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

Goal 2: Improve Sustainability of the Organization

The purpose of the Capacity Building grant program is to allow select, smaller organizations with less capacity that are providing a CDEP the opportunity to participate in CRDP Phase 2. These organizations may lack adequate organizational infrastructure to sustainably provide their CDEP at a scale sufficient to allow for validation as an effective practice.

In order to achieve the goal of creating a more sustainable organization, with sufficient scale for evaluation, CBPPs will work closely with the Lesbian, Gay, Bisexual, Transgender and Queer Technical Assistance (TA) Provider. The TA Provider will provide each CBPP with tailored assistance to complete the requirements to advance to the IPP phase. The CBPPs shall participate in technical assistance activities, including an initial assessment, trainings and one-on-one coaching as agreed to within the Capacity Building Plan.

<u>Requirements:</u>

A. Capacity Building Plan

   CBPPs are organizations that currently lack the capacity to apply for IPP grants. To address this, the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will provide a written assessment of each Lesbian, Gay, Bisexual, Transgender and Queer CBPP's organizational capacity within the first 30 days of the grant period. The assessment will focus on areas of development that are necessary to meet requirements for advancing to the IPP stage. The written assessment will be developed through a collaborative process, in which the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider and the CBPP will work to identify any necessary steps to fulfill the requirements necessary to advance to IPP status. Each CBPP will be required to develop a Capacity Building Plan that includes milestones and their anticipated completion dates leading to fulfilling the IPP requirements, which shall include developing the following:

   - Workplan, which details the major tasks and activities of IPP implementation, including an associated schedule, due dates and resource requirements for each task and activity;
   - IPP Budget, which corresponds with the Workplan details and justifies how IPP grant funds will be spent;
   - Organizational Staffing Model, which details the specific individuals who will be responsible for guiding IPP implementation and completing the tasks and activities and the requirements and qualifications for each position; and
   - Evaluation Plan, which details the approach and methods through which the CBPP proposes to evaluate its CDEP. The Evaluation Plan must

include the Evaluation Approach, Theory of Change and Logic Model, Key Questions and Outcome Measures, Timeline, Evaluation Staffing Model, Continuous Quality Improvement Plan, and Update Plan. Optionally, it may also include plans to seek Institutional Review Board Review and pursue Evidence-Based Practice listing as well as other components that the CBPP may find appropriate for their CDEP and population.

B. Midpoint Report

By the end of the third month of the grant period, the CBPP shall provide a 2-page (minimum) report, detailing the organizational development activities conducted during the quarter. The reports shall focus on the timeliness and progress in implementing the Capacity Building Plan, including participation in support activities provided by the TA Provider and actions taken as a result of these activities, as well as any concerns or challenges the CBPP faces in moving towards IPP status.

If travel is required within the Lesbian, Gay, Bisexual, Transgender and Queer TA's workplan, shall be funded entirely by the Lesbian, Gay, Bisexual, Transgender and Queer TA. All travel shall adhere to state travel reimbursement policy, which is available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.E. IPP Grants

E. IPP GRANTS

CBPP grantees will be selected because they offer a promising CDEP, but lack the organizational capacity to fulfill all of the requirements to enter the IPP stage. In order for the CBPP to proceed to the IPP stage, it must fulfill all IPP requirements. This includes a detailed:

- Workplan;
- Budget;
- Staffing model; as well as
- Evaluation plan.

While it is anticipated that the TA Provider will support the CBPPs in fulfilling the requirements of their grants, the CBPPs are solely responsible for meeting requirements of the CBPP grants and for progressing to IPP status. Those CBPPs that successfully complete all established requirements within the established timeframe will be eligible to be awarded an IPP. CDPH will have sole authority to determine whether requirements have been fully met and any award will be based on CDPH's determination that it is in the best interest of the State. CDPH does not make any assurances or guarantees that CBPPs will successfully complete all requirements to advance to IPP status.

CBPP applicants should review the IPP Call for Applications (Solicitation # 15-10647) as they will be expected to fulfill the IPP requirements by the end of the CBPP period in order to advance to IPP status. CBPPs that advance to IPP status will be required to fulfill all IPP Goals in order to continue and receive IPP grant funding (IPP Goals are provided in Attachment 10: IPP Goals).

The IPP grant funding period will be five years. Grants will be for an average of $228 thousand per year. A minimum of 20% of grant funds must be spent on Pilot Project evaluation.

The proposed agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of the agreement. If full funding does not become available, CDPH will either cancel the resulting agreement or amend to reflect reduced funding and reduced activities.

F. Administrative Section

1. Key Action Dates

Key activities and times for this Call for Applications are presented below. This is a tentative schedule and may change at CDPH's sole discretion. Any updates to this schedule will appear as an addendum to this Call for Applications.

Table I.2
Key Action Dates

ACTIVITY	ACTION DATE
Call for Applications release date	August 31, 2015
Bidders Conference	September 9, 2015*
Written question submittal deadline	September 14, 2015
Optional Letter of Intent deadline	September 24, 2015
Questions and Answers posted	September 21, 2015
Final date for application submission	November 20, 2015 Received by CDPH no later than 3 pm
Telephone interviews	December 14, 2015 – January 21, 2016
On-site verification	December 28, 2015 – February 26, 2016
Negotiations	January 25 – March 1, 2016
Proposed award date	March 18, 2016
Project start date/CBPP funding	April 4, 2016
Project end date/CBPP	November 4, 2016
Project start date/IPP	November 7, 2016
Project end date/IPP	February 1, 2022

*** Bidders conference:**
September 9, 2015, 1pm – 4pm
Ziggurat Building
707 3rd Street, West Sacramento, Auditorium

In order to ensure we are able to thoroughly answer questions and to expedite the process, please submit questions by August 31 to OHE.Solicitations@cdph.ca.gov.

The OHE complies with the Americans with Disabilities Act (ADA) by ensuring that the meeting facilities are accessible to persons with disabilities, and providing that this notice is available to the public in appropriate alternative formats when requested.

For individuals with disabilities, the Department will provide assistive services such as sign-language interpretation, real-time captioning, note takers, reading or writing assistance, and conversion of training or meeting materials into Braille, large print, audiocassette, or electronic form. To request such services or copies in an alternate format, please call or write:

Laura Leonelli
CDPH Office of Health Equity
P.O. Box 997377, MS 0022
Sacramento, CA 95899-7377
916-322-2199
California Relay 711/1-800-735-2929

Note: Providing your request at least five (5) business days before the meeting will help to ensure availability of the requested accommodation. Project start date is tentative. Since sequencing of CRDP grants and contracts is critical for the success of the project, grantees will be notified of a final start date by letter in advance of the date. Funding will not be available until the final start date.

2. Contact Information

Renee Wright
(916) 445- 4139
P.O. Box 997377, MS 0022, Sacramento, CA 95899-7413

3. Applicant's Responsibilities for Submitting an Application:

Applicants must take the responsibility to:

- Carefully read this entire Call for Applications;
- Ask the 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 Call for Applications are followed and appropriately addressed; and
- Carefully reread the entire Call for Applications before submitting an application.

4. Optional Letter of Intent

Potential applicants are encouraged to send a letter of intent to CDPH, using the contact information provided in I.F.2. Letters should be postmarked by September 24, 2015 and should include:

- Name and number of Call for Application
- Population targeted
- Budget request (approximate)
- Short description of project

Letters of intent are not binding and will not be made public during the procurement process. Those submitting a letter may elect not to submit an application.

5. BidSync

This bid and associated documents are available on BidSync, a website the State of California uses to publicly post solicitations. While users may register for BidSync, it is not necessary to access these documents.

6. Audit

CDPH shall reserve the right to audit grant recipients throughout the duration of the grant. CDPH, at its sole discretion, shall determine in the best interests of the state if and when audits will occur. The audit shall cover all financial expenditures and programmatic functions related to CRDP. The grantee shall maintain all records necessary to comply with such an audit for the duration of the grant.

II. Eligibility

A. Minimum Qualifications

An organization applying to become a CBPP must possess the following qualifications:

1. Applicant proposes to provide a CDEP that meets PEI requirements as outlined in Section I.B. Introduction.
2. Applicant is a 501(c)3 non-profit with an office in California, or a Tribal government.
3. Applicant's annual operating expense budget has not exceeded $500,000 on average during the two most recent completed budget years
4. Applicant would benefit from program development or technical assistance.

B. Desired Qualifications

Scoring of Applicant qualifications will be based on the following criteria:

1. Applicant has significant experience as the direct provider of the proposed CDEP among California's Lesbian, Gay, Bisexual, Transgender and Queer population.
2. Applicant is qualified to provide mental health services to California's Lesbian, Gay, Bisexual, Transgender and Queer population, which includes:
   A. Significant experience working to prevent mental illness, through but not limited to:
      – Practices That Build Capacity and Consciousness in Local Communities;
      – Practices That Increase Service Accessibility;
      – Practices That Raise Awareness About Mental Health;
      – Innovative Engagement Practices;
      – Community Outreach Practices;
      – Organizational Infrastructure Practices;
      – Interventions and Treatments; and/or
      – Locally Adapted Evidence-Based Practices.
      – Demonstrated ability to work in a culturally and linguistically appropriate manner with the California Lesbian, Gay, Bisexual, Transgender and Queer population
   B. Strong support from the community that the applicant serves. Examples of support could include but is not limited to: financial; volunteer by client/consumer/family members; and general support. Strong support will be documented through letters of support from a client, family member or member of the targeted community that explains the depth and breadth of impact for the targeted population
   C. Strong community engagement, including, but not limited to, specific roles for clients/consumers/family members of (or representing) the targeted community in support of the applicant organization and/or the design and/or

provision of the CDEP Demonstrated collaboration in a meaningful manner with the mental or behavioral health department/agency in the applicant's county to provide the CDEP service. This would include operational partnerships in the provision of CDEP services, beyond financial support.

3. Applicant would benefit from Technical Assistance.
4. Applicant's CDEP has the potential to significantly impact mental health in California's Lesbian, Gay, Bisexual, Transgender and Queer population and has the potential to be effectively evaluated, which includes:
   A. Addresses a community need identified as a finding or a recommendation in the draft CRDP Strategic Plan
   B. Evidence exists to suggest program effectiveness. This could include findings from limited or informal evaluations that have been conducted, case studies and/or surveys or testimonies from program participants, family members, community members and/or other stakeholders
   C. Has the potential for producing evidence of successful mental health outcomes among individuals at increased risk of mental illness or with recent onset of mental illness.

In addition to the desired qualifications, consideration will be given to ensure geographic and subpopulation diversity is achieved.

C. Multiple Contracts

Applicants may respond to multiple CRDP Phase 2 component solicitations. However, no entity shall be awarded multiple CRDP Phase 2 grants/contracts. A single entity may hold subcontracts from multiple prime contractors within a single contractor/grantee level. For example, an entity might subcontract to multiple TA Providers, but it could not subcontract to the Statewide Evaluator or to a Pilot Project. Proposers should be aware of the potential that planned subcontractors may become unavailable because they are included on a contract in a different contractor/grantee level that is awarded earlier in the process. If planned subcontractors become unavailable, proposers should be prepared to provide a proposed replacement promptly.

For purposes of this rule, an entity refers to a private legal entity, a single local government or a single UC, CSU or community college campus.

III. Narrative

Provide a description of your program, your management plan and how you intend to fulfill the goals of the CRDP Phase 2 Lesbian, Gay, Bisexual, Transgender and Queer CBPP grant. The narratives, in total, should be no more than ten pages, not including Appendices, and must be typed or printed using a standard Times New Roman, Arial or Calibri 12-point font, single-spaced with a blank line between paragraphs and minimum 1-inch margins on 8-1/2" x 11" paper.

If narrative exceeds the 10-page limit, only the first ten pages will be reviewed and scored.

Please review Section V. Administration carefully, which describes the required format for the application and the process for submitting it.

The Narrative will be scored up to 200 points. All items are required and **MUST** be responded to individually. Please provide clear, concise, detailed responses to each of the following:

1. Program (90 Points)

In this section, describe how your program prevents and/or reduces the severity of mental illness in California's Lesbian, Gay, Bisexual, Transgender and Queer population in a culturally and linguistically competent manner. Please include the following information:

a. What community mental health need or opportunity does this program address? Which specific need or recommendation from the CRDP Lesbian, Gay, Bisexual, Transgender and Queer Population or Statewide Strategic Plan is addressed by your program?
   - What risk factors are addressed and how are they addressed?
   - What are the consequences of failing to meet these needs?
b. What outcomes do you expect will be realized as a result of the work proposed? These outcomes must include mental health outcomes for individuals at increased risk of mental illness or with recent onset of mental illness.
c. Provide a detailed overview of your proposed program:
   - What elements are included in the program? (Approaches, strategies, methods, products or practices delivered?)
   - To whom are the program elements delivered, including any specific targeted subpopulations, such as gender, age across the lifespan, language, immigrants, rural/urban, etc?
   - Where/in what setting are the program elements delivered?
   - When and for how long are the program elements delivered?
   - What staff is providing the elements and what are their qualifications to deliver the program in a culturally and linguistically competent manner?
d. In what ways does your program impact the community mental health need identified? How will it work to reduce mental health disparities for the Lesbian, Gay, Bisexual, Transgender and Queer population overall and any targeted subpopulations? Why is it effective?
e. What existing evidence suggests program effectiveness? This could include findings from limited or informal evaluations that have been conducted, case studies and/or surveys or testimonies from program

participants, family members, community members and/or other stakeholders

f. How does your program demonstrate cultural and linguistic competence in the provision of its services?

2. Organization (60 Points)

In this section, describe your organization's unique qualifications to provide mental health services to the Lesbian, Gay, Bisexual, Transgender and Queer community within California, including the following information:

a. An overview of your organization's history and how the program fits into the structure, including clearly highlighting the individual(s) who will oversee implementation activities, any staff or advisors focused on cultural and linguistic competence and staff that will participate in evaluation. Provide an organizational chart as an attachment that does not count towards the page limit.
b. An overview of your organization's experience providing mental health services to California's Lesbian, Gay, Bisexual, Transgender and Queer population, especially any targeted subpopulation(s), in a culturally and linguistically appropriate manner. Please include details about the specific Lesbian, Gay, Bisexual, Transgender and Queer populations that your organization serves and other programs and services that your organization provides to California's Lesbian, Gay, Bisexual, Transgender and Queer population.
c. Evidence of strong support from the community that you serve or subpopulation you intend to serve, including but not limited to financial support, and volunteer or paid support by client/consumer/family members from the targeted community, and testimonials and letters of support by members of the community.
d. Evidence of strong community engagement, including, but not limited to, specific roles for clients/consumers/family members from the targeted community in support of the applicant organization and/or the design/provision/evaluation of the CDEP.

3. Evaluation (40 Points)

In this section, describe in what ways the CDEP has the potential for producing evidence of successful outcomes, including the following information:

a. What evaluation and/or data collection currently occurs within the organization?

5 points

b. What existing staff, policies and operations currently support data collection and/or program evaluation?

5 points

c. What evaluation design strategies, measures and additional data do you propose to use to enhance the evaluation of your program in a culturally and linguistically competent manner?

30 points

4. Technical Assistance Needs (10 Points)

In this section, describe how your organization would benefit from technical assistance and training, including the following information:

a. Describe at least three areas that your organization would benefit from development or technical assistance. (Pass/Fail)
b. Please indicate which staff members would be designated to work with the Technical Assistance Provider, a summary of their background, their role in your organization and their time availabilities. (10 points)

IV. Scoring Process and Criteria

A. About this Section

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

During the review and selection process, CDPH will interview select Applicants by telephone and conduct an on-site verification of finalists for the purpose of clarification and verification of information provided in the application.

B. Application Scoring

To analyze all applications, CDPH will organize a Scoring Team. The applications will be analyzed in three stages:

Stage One: Administrative and Completeness Screening (Pass/Fail)

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

Stage Two: Application Review (200 points of total score)

Applications passing Stage One will be submitted to the Scoring Team to be scored based on the Scoring Criteria in this section. Applicant(s) will be scored based on:

Part A, Minimum Qualifications.

All minimum qualifications will be scored on a pass/fail basis. Only applicants who meet all minimum qualifications will proceed to Part B.

1. Applicant proposes to provide a CDEP that meets PEI requirements as outlined in Section I.B.
2. Applicant is a 501(c)3 non-profit with an office in California, a public college or university or a Tribal government.
3. Applicant's annual operating expense budget has not exceeded $500,000 on average during the past two completed budget years.
4. Applicant would benefit from program development or technical assistance.

Part B, Desired Qualifications.

All desired qualifications will be scored on a point basis based on the Applicant's narrative. There is a maximum of 200 points available. Reviewers will develop a score based on the following standards, as well as any areas requiring clarification in Stage Three. The standards are presented as benchmarks. Proposals will be scored on a range between these standards:

Table IV.1
Scoring Standards

	Fully meets or exceeds requirements	Barely meets requirements	Partially fails to meet requirements	Wholly fails to meet the requirements.
1. Program (90 Points)	90 Points	70 Points	45 Points	0 Points
2. Organization (60 Points)	60 Points	45 Points	30 Points	0 Points
3. Evaluation (40 Points)	40 Points	30 Points	20 Points	0 Points
4. Technical Assistance Needs (10 Points)	10 Points	8 Points	5 Points	0 Points

Stage Three: Interviews

A maximum of six applicants with the highest scores will advance to Stage Three. In addition, applicants must receive a score of at least 120 points in Stage Two to qualify for Stage Three.

The scoring team will develop clarifying questions for the Interview Stage. Based on the interview, the scoring team may assign up to 80 additional points to the Stage Two score, based on the scoring criteria used in Stage Two.

Stage Four: Site Visit/Verification

CDPH staff will conduct a site visit to verify all information provided in the written application and interview for finalists. This visit is for verification only; no additional points will be awarded. Identification of any material deviation from information provided in the application or interview may result in immediate disqualification from grant funding, at the sole discretion of CDPH.

C. Scoring Team

A scoring team will be assembled that will include CDPH staff, including select subject matter experts. The team will be assigned by CRDP leadership. Scoring team members shall have no financial connection to any organizations applying for CBPP or IPP grants.

The scoring team members will review each application thoroughly and collectively assign a final score.

To determine the award of grant funding, applications will be ranked by final score from highest to lowest. If necessary, adjustment may be made to ensure geographic and subpopulation diversity. CDPH will justify any adjustments made, which will be available upon request.

V. Administration

A. Application Format

Required Format for an Application

All proposals submitted under this Solicitation must be typed or printed using a standard Times New Roman, Arial or Calibri 12 point font, single-spaced and a blank line between paragraphs on 8-1/2” x 11” paper. Pages must be numbered, sections titled and printed on both sides with a minimum of one-inch margins.

Number of Copies

Applicants must submit the signed original, seven hard copies of the original signed submission and one electronic copy on compact disc of the application and all required documents.

Packaging and Labeling

The original and copies must be labeled "15-10616: Lesbian, Gay, Bisexual, Transgender and Queer Capacity Building Pilot Projects".

Include the following label information and deliver your application, in a sealed package:

Person’s Name Phone # Applicant’s Name Street Address City, State, Zip Code	
	15-10616 Renee Wright P.O. Box 997377, MS 0022 Sacramento, CA 95899-7413

Preferred Method for Delivery

Applicant may deliver application by:

- U. S. Mail
- Hand delivery
- Courier service

Applications must be delivered to CDPH Monday through Friday, 8 a.m. to 5 p.m., prior to the date and time specified in Section I.F. In accordance with Public Contract Code 10344, applications received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. **Postmark dates of mailing are not acceptable in whole or in part, under any circumstances**.

Organization of Application

Cover Letter (1 page maximum: Must be signed by an officer of the firm submitting the Application and include contact information. The cover letter must contain a commitment to provide the required services described with the personnel specified in the submission. The letter should certify that the information contained in the Application is true and correct.)
Required Documents Checklist, Attachment 1
Application Cover Page, Attachment 2
Narrative Must include answers to all questions, which must adhere to the stated page limit
Attachments: Attachment 3: Draft Budget Overview Attachment 4: Letters of Support Attachment 5: Business Information Sheet Attachment 6: Non-Supplantation Certification Form

Nonprofit Organizations - A copy of a current IRS determination letter indicating nonprofit or 501 (c)(3) tax exempt status, if applicable.

B. Procurement Administration

1. Authority and Available Funding

This procurement will be conducted under the authority of the California Welfare and Institution Code Section 5814 and 5897. All disputes will be resolved by the Department of Public Health under such authority. The decisions of the CDPH Director are considered final.

The agreement shall be for a term of 66 months.

The total amount payable for the grant awarded under this Call for Application during the six month CBPP funding period shall not exceed $40,000.

The total amount payable during the five year IPP funding period shall not exceed $1,140,000.

The proposed agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of the agreement. If full funding does not become available, CDPH will either cancel the resulting agreement or amend to reflect reduced funding and reduced activities.

2. Funding Restrictions

Funds may only be used for reasonable program purposes, including personnel, travel, supplies and services. Funds may not be used for construction or purchase of a vehicle. A maximum of 15% may be used for indirect overhead expenses.

3. Resolution of differences between Call for Applications and agreement language

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this Call for Applications, any inconsistency or conflict will be resolved by giving precedence to the agreement.

4. CDPH Rights

In addition to the rights discussed elsewhere in this Call for Applications, CDPH reserves the right to do any of the following:

- Cancel the Call for Applications.
- Modify any date or deadline appearing in this Call for Applications.

- Issue clarification notices, addenda, alternate Call for Applications instructions, forms, etc. If this Call for Applications is clarified, corrected, or modified, CDPH will post all clarification notices and/or Call for Applications addenda on BidSync.

5. Questions and Requirements Change Requests

Questions and requirements change requests must be directed to OHE.Solicitations@cdph.ca.gov. You may submit written questions and requirements change requests via email by the deadline specified in Section I. F.1. Responses will be posted on the CRDP website and BidSync in the timeline specified in Section I. F.1 Any verbal communication with CDPH staff concerning this Call for Applications is not binding on the State and shall in no way alter a specification, term, or condition of the Call for Applications.

This Call for Applications includes a number of requirements on the Applicant, including format, content and qualifications. Potential Applicants may request requirements be changed if they believe they are inappropriate or unduly limit competition. Requests must be emailed to the address specified above and must be received by the date specified in Section I. F.1. Requests will be evaluated on a case-by-case basis.

C. Award and Protest

Award

Notice of the proposed award shall be posted in a public place in the office of CDPH and on the following internet site: http://www.cdph.ca.gov/programs/Pages/OHECaliforniaReducingDisparitiesProject.aspx for five working days prior to awarding the agreement.

Protest

There is no dispute appeal process for late or substantially incomplete applications (i.e., applications failing to pass first stage are not eligible for the Dispute Process). Only non-funded applicants that comply with the solicitation instructions may file a dispute. Disputes are limited to the grounds that CDPH failed to correctly apply the standards for reviewing applications in accordance with this solicitation. Disagreements with the content of the review committee's evaluation are not grounds for dispute. Applicants may not dispute solely on the basis of funding amount. Only timely and complete disputes that comply with the dispute process stated herein will be considered.

The written appeal shall fully identify the issue(s) in dispute, the practice that the applicant believes CDPH has improperly applied in making its award decision(s), the legal authority or other basis for the applicant's position, and the remedy sought. Written disputes to CDPH final award selections shall be received by CDPH no later than 5:00 p.m. on the fifth working day following posting of proposed award. Submit a

written dispute signed by an authorized representative of the organization. Label and submit the dispute using one of the following methods:

U.S. Mail

ATTN: Dispute Capacity Building Pilot Projects
California Department of Public Health
Office of Health Equity
P.O. Box 997377, MS Code 0022
Sacramento, CA 95899-7420

Hand Delivery or Overnight Express

ATTN: Dispute Capacity Building Pilot Projects
California Department of Public Health
Office of Health Equity
1615 Capitol Avenue,
Suite 73.230, MS 0022
Sacramento, CA 95814

NOTE: Applicants hand delivering a dispute must have the building lobby security officer call CDPH at (916) 445- 4139 between 8:00 AM and 5:00 PM and ask to have a CDPH representative receive the document. CDPH will provide a proof of receipt at the time of delivery.

The Chief of CDPH/OHE or his designee shall review each timely and complete dispute and will resolve the dispute by considering the contents of the written dispute letter. At its sole discretion, CDPH reserves the right to collect additional facts or information to aid in the resolution of any dispute.

The decision of the hearing officer shall be final and there will be no further administrative appeal. Applicant will be notified of the decisions regarding their disputes in writing within 15 working days of the written dispute letter.

Attachments

ATTACHMENT 1: REQUIRED DOCUMENTS CHECKLIST

Please ensure that each of the following required documents are included and check each box and sign the document to confirm its inclusion.

- ☐ Cover Letter
- ☐ Narrative
- ☐ Attachment 1: Required Documents Checklist
- ☐ Attachment 2: Application Cover Page
- ☐ Attachment 3: Draft Budget Overview
- ☐ Attachment 4: Letters of Support (Include Attachment 4 as a cover page as well as the Letters of Support)
- ☐ Attachment 5: Business Information Sheet
- ☐ Attachment 6: Non-Supplantation Certification Form

ATTACHMENT 2: APPLICATION COVER PAGE

A. Organization Name	B. Primary Contact
C. Address	D. Phone Number
E. City, State Zip	F. Email

G. Brief Description of Project (200 word limit)

H. Target Population (Select only one)					I. Geographic Target (Include county and any specific city or neighborhood targeted)
☐African American	☐Asian Pacific Islander	☐Latino	☐LGBTQ	☐Native American	

J. Organizational Operating Budget		K. Organization Type	
2013	2014	☐501 (c)3 Non-Profit	☐Government (Including Tribal)
		Note: only 501(c)3 Non-Profit and Government organizations are eligible to apply	

ATTACHMENT 3: DRAFT BUDGET OVERVIEW

	6 Month Budget	Description
Program Budget		
Personnel		
Non-Personnel		
Direct Costs		
Indirect Costs @ 15% (rent excluded)		
Sub-Contracting Costs		
Evaluation Budget		
Grand Total	**$40,000**	
Annual Organizational Budget		
% of Organizational Budget		

Budget Guidelines

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.

The budget must be separated into two sections, Program Budget, which includes costs to fulfill Goals 2-5 and Evaluation Budget, which includes costs to fulfill Goal 1. Evaluation Budget must be at least 20% of the total.

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

Non-Personnel Costs are direct operating costs necessary to carry out the project being funded; these costs need to be explicitly connected to IPP activities and not just routine costs.

Indirect Costs are those expenses that are necessary for the general operation of an organization and are not specifically identified with a particular grant, contract, project or activity. CDPH will allow a maximum of 15% of direct costs.

Sub-Contracting Costs are costs for any subcontractors that the applicant anticipates contracting with to fulfill the goals of this grant. Each contractor must be listed separately

Additionally, please attach a 5-page budget narrative to detail the line-items in this budget. The budget narrative shall provide a detailed description of the components of each line item and a justification for the expense.

ATTACHMENT 4: LETTERS OF SUPPORT

Please type or print a list of three (3) 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.

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

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

CONTACT 3			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )			
Brief description of working relationship			

ATTACHMENT 5: BUSINESS INFORMATION SHEET
15-10616

This document provides the California Department of Public Health with basic information about the Proposer and its key subcontractors. Each Proposer must complete, sign and include this attachment in its proposal. A signature fixed hereon and dated certifies compliance with all offer requirements.

1. Proposer Information

Full Legal Name of Proposer			
Business Address *(Street number and name)*			
City	*County*	*State*	*Zip Code*
Contact Person		*Title*	
Telephone	*Fax*	*E-mail*	

2. Type of Entity or Business Organization

Organization Tax ID Number:	How long under current ownership: (Years)
Nature of Business Activity:	
Number of employees:	Year established:

Legal form of organization (check one):

☐ Sole Proprietorship ☐ Corporation ☐ LLC
☐ General Partnership ☐ Sub-Chapter S Corporation
☐ Limited Partnership ☐ Other (describe) _____

3. Small Business Preference Claim

Is your organization certified as a small business by the State of California, or have you applied for certification?

☐ **No** ☐ **Yes** If yes, list your OSDS Number _____

☐ Date certified _____

☐ Application submitted to Office of Small Business Certification and Resources on:
_____ (date)

4. Disabled Veteran Business Participation Acknowledgement

I certify that I have read and understand the requirements of DVBE participation and understand my obligations in regard to DVBE. I also understand that failure to meet the requirements of the DVBE will cause my proposal to be rejected before evaluation.

☐ **YES** ☐ **NO**

DVBE Incentive Participation?? ☐ **YES** ☐ **NO**

Incentive Amount: _____**%**

5. Required Licenses and/or Certifications (if applicable) ☐ N/A

Required Licenses/Certifications	PUC License Number	Contractor's State Licensing Board No.

6. Authorization and Certification

I hereby authorize the California Department of Public Health to make any inquiries necessary to verify the information I have presented in my proposal.

I hereby certify to the best of my knowledge and belief that I have read, understand, and do hereby accept the terms and conditions contained in this IFB package, including the provisions of the Contract Terms and Conditions and, further, I am willing to enter into an agreement with the CDPH to conduct the proposed project according to the terms and conditions offered.

I hereby certify to the best of my knowledge that the information contained in this proposal is correct and complete.

Signature of Authorized Representative	Date Signed
Printed/Typed Name	Title

The above information is required for statistical reporting purposes. Completion of this form is mandatory. This information will be made public upon award of the contract and will be supplied to department contract staff, Department of General Services and possibly other public agencies. To access contract related records, contact the Contract Management Unit, 1616 Capitol Avenue, Suite 74-317, MS 1802, PO Box 997377, Sacramento, CA 95899-7377, or call (916) 650-0100.

ATTACHMENT 6: NON-SUPPLANTATION CERTIFICATION FORM

As the duly authorized representative of _____, I hereby certify:
Organization Name

1. The funds allocated by the California Department of Public Health (CDPH) under the Capacity Building Pilot Projects grant program will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Call for Applicants.

2. Upon receipt, the funds will be deposited into an interest bearing trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the Application and Budget, as approved by the CDPH. No CBPP funds are to be comingled with other funds.

Signature:	
Printed Name:	
Title:	
Phone:	
Date:	

ATTACHMENT 7: SAMPLE COVER LETTER

Date

Renee Wright
P.O. Box 997377, MS 0022
Sacramento, CA 95814

Dear _____:

{Organization Name} is pleased to submit an application for Capacity Building Pilot Projects. {Provide brief overview of organization}

We commit to fulfilling the requirements of this grant, as detailed by the content of this application, using the personnel specified. We certify that the information contained in the application is true and correct.

If you have any questions, please contact us at {Provide contact information}. We look forward to hearing from you.

Sincerely,

{Signature of officer that is authorized to bind the organization}

{Name of signee}

ATTACHMENT 8: EVALUATION PLAN TEMPLATE

Evaluation Task	Person(s) Responsible	Timeframe
Staffing		
Engaging Stakeholders		
Focusing the Evaluation		
Gathering Credible Evidence		
Justifying Conclusions		
Using Evaluation Results		

Evaluation Plan Template Instructions

This evaluation plan template is based on the Capacity for Health (C4H)* template. The evaluation plan specifies evaluation activities and identifies individuals(s) responsible for the activity and a timeframe for completion. This template is provided for the convenience of the applicants. Applicants are free to modify or replace the template to best reflect the needs of its CDEP and target population.

Staffing: Provide steps necessary to identify, hire or otherwise engage staff necessary to plan and conduct the evaluation and fully integrate them into the CDEP

Engaging Stakeholders: Provide steps necessary to involve community stakeholders in every aspect of the evaluation process

Focusing the Evaluation: Provide steps necessary to identify the most critical aspects of the evaluation, identifying what will be measured and why, ensuring it is in line with community needs

Gathering Credible Evidence: Provide steps necessary for the systematic collection of data, including the data sources and the methods and other specifics of data collection

Justifying Evaluations: Provide steps necessary to ensure quality of data and to understand the context of results

Using Evaluation Results: Provides steps necessary to share results with others and to implement them within the organization to ensure continuous quality improvement

*For more detailed information, see Developing an Evaluation Plan, Hosted by C4H, available here:
http://www.apiahf.org/sites/default/files/Developing%20an%20Evaluation%20Plan%20Presentation%20Slides.pdf

ATTACHMENT 9: CRDP PHASE 2 BACKGROUND

The California Reducing Disparities Project (CRDP) is a project of the California Department of Public Health's Office of Health Equity (OHE). CRDP is funded by the Mental Health Services Act (MHSA) of 2004 to support and strengthen mental health programs in California.

Mental Health Services Act (MHSA)

California voters passed Proposition 63 (now known as the Mental Health Services Act or MHSA) in November 2004. The MHSA provides increased funding, personnel and other resources to support mental health programs and monitor progress toward statewide goals for children, transitional age youth, adults, older adults and families. MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system.

The MHSA allocates 20% of the Mental Health Services Fund for Prevention and Early Intervention (PEI) as a key strategy to prevent mental illness from becoming severe and disabling and improve timely access for underserved populations. PEI programs emphasize strategies to reduce negative outcomes that may result from untreated mental illness: suicide, incarcerations, school failure or dropout, unemployment, prolonged suffering, homelessness and removal of children from their homes.

Mental Health Disparities

The CRDP was developed in response to the disparities that exist in mental health care for diverse populations. Mental health disparities are well documented, especially as they relate to access, availability, quality and outcomes of care. Two major reports identified mental health disparities among racial/ethnic population groups as a national problem (Mental Health: Culture, Race and Ethnicity: A Supplement to Mental Health: A Report of the Surgeon General (DHHS, 2001) and The President's New Freedom Commission on Mental Health's Report Achieving the Promise: Transforming Mental Health Care in America (DHHS, July 2003)). Continuing disparities are troubling, particularly given California's diversity and large populations suffering from these disparities.

Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) populations have also been shown to suffer from mental health disparities. "Research suggests that LGBT individuals face health disparities linked to societal stigma, discrimination, and denial of their civil and human rights." (DHHS, 2012) For purpose of CRDP, Phase 2, LGBTQ is self-identified and can include other populations not specified in this acronym.

Populations targeted by the CRDP are unserved, underserved or inappropriately served in the mental health system (DHHS, 2003), including: African American; Asian Pacific Islander; Latino; Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ); and Native American populations. Collectively, racially and ethnically diverse and LGBTQ populations experience a greater disability burden from emotional and behavioral disorders. According to the report, “The mental health system has not kept pace with the diverse needs of racial and ethnic minorities, often underserving or inappropriately serving them.” Additionally, “racial and ethnic minorities bear a greater burden from unmet mental health needs and thus suffer a greater loss to their overall health and productivity” (DHHS, 2001). These disparities have been attributed to an inadequate ability of publicly funded mental health systems to understand and value the need to adapt service delivery processes to the histories, traditions, beliefs, languages and values of diverse groups (DHHS, 2001). This inability results in misdiagnosis, mistrust and poor utilization of services by ethnically/racially diverse populations (Snowden, 1998; Takeuchi, Sue, & Yeh, 1995).

CRDP

Funded by the MHSA and seeking to answer former U.S. Surgeon General David Satcher’s call for national action to reduce mental health disparities, the CRDP was launched in 2009 by the former California Department of Mental Health. The five populations included in CRDP Phase 1 and 2 were approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) based on the Surgeon General’s call for action and the MHSOAC’s approval of the addition of the LGBTQ population. The CRDP consists of two phases (to date). Phase 1, projected to be completed in 2015, focuses on the development of a strategic plan to reduce mental health disparities, while Phase 2, to be completed in or about 2020, focuses on implementation of the CRDP Strategic Plan.

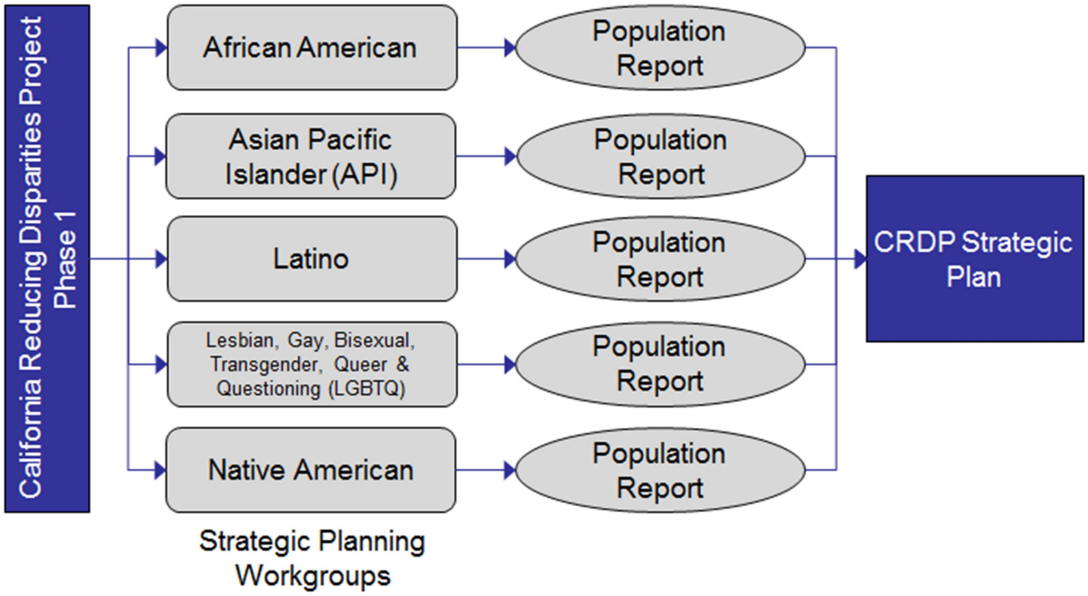
CRDP was developed and implemented before and after the dissolution of the California Department of Mental Health. The dissolution led to the elimination of the Office of Multicultural Services, where the CRDP was launched. CRDP was then moved to OHE under CDPH. Within OHE’s mandate of working to reduce health and mental health disparities to vulnerable communities, CRDP is focused on improving the mental health of underserved communities across California.

CRDP Phase 1

In Phase 1, each of the five targeted populations established a Strategic Planning Workgroup (SPW), which in turn engaged community members in an effort to identify promising Community-Defined Evidence Practice (CDEP) and recommendations for reducing mental health disparities for that population. The findings from each SPW’s

community engagement process were compiled into a Population Report. The Population Reports were then compiled into a single, comprehensive (draft) Strategic Plan. (The Population Reports and Strategic Plan are available in the Bidder's Library). This process is outlined in the figure below. The strategic plan has two primary components: 1) goals and strategies to reduce mental health disparities in California; and 2) recommendations to CDPH on what CRDP Phase 2 should look like and how Phase 2 funding should be used.

Figure 1.1
CRDP Phase 1



Another component of Phase 1, the California MHSA Multicultural Coalition (CMMC) was formed in 2011 to integrate cultural and linguistic competence into the public mental health system. The CMMC provides information to educate key stakeholders and policy decision makers on issues surrounding mental health in historically unserved, underserved and/or inappropriately served communities. Moreover, the CMMC is tasked with increasing awareness regarding mental health disparities in general.

CRDP Phase 2

CRDP Phase 2 is designed to build on and implement strategies developed in Phase 1 and identified in the CRDP Strategic Plan. Phase 2 focuses on strengthening and demonstrating effectiveness of population-specific interventions and developing and reinforcing infrastructure to effectively deliver mental health services to impacted populations.

The vision for CRDP Phase 2 is a California in which all individuals, regardless of race, ethnicity, sexual orientation or gender identity, receive quality mental health prevention and treatment services delivered in a culturally and linguistically competent manner. Its goals include:

- Demonstrate through a rigorous, community-participatory evaluation process that selected CDEPs are effective in preventing or reducing the severity of mental illness
- Upon completion of Phase 2, to increase funding of validated CDEPs by other, non-CRDP sources, including county mental health agencies
- Support changes in statewide and local mental health delivery systems and policies that will reduce mental health disparities among unserved, underserved and inappropriately served populations

CRDP Phase 2 is guided by the following principles, which serve as the basis for its structure and framework:

Do business differently

Doing business differently has been a focus of CRDP from the start. Doing business differently involves attentive listening and genuine consideration of community and CRDP partner input in order to be responsive to community needs. Doing business as usual has contributed to disparities; therefore, reducing disparities will need to involve doing business differently.

Build community capacity

To sustain efforts to reduce mental health disparities beyond the period of CRDP Phase 2 funding, it is necessary to invest in creating community capacity and supporting community-based organizations.

Fairness

A program designed to reduce disparities must not perpetuate disparities. Contracts should be awarded based on merit and only after all interested parties have been invited to apply and if needed, provided with tools and services to support their application.

System change

CRDP does not exist in a vacuum. If the effort to reduce disparities begun with CRDP Phases 1 and 2 is to be sustained beyond the period of funding, then Phase 2 needs to address the context and bigger picture within which CRDP exists. This will allow

smoother integration of Phase 2 funded programs into the larger mental health care delivery system.

There are five elements to Phase 2:

Pilot Projects

Pilot Projects are the central component of CRDP Phase 2. Pilot Projects are Community-Defined Evidence Projects (CDEP) that are providing culturally competent prevention and early intervention services to members of a CRDP target population. CDEPs include sets of practices that communities have used and determined to yield positive results as determined by community consensus over time, that may or may not have been measured empirically but have reached a level of acceptance by the community (Community-defined Evidence Project Working Group, 2007). Phase 2 funds would allow a CDEP to expand to reach more clients and be rigorously evaluated to determine its effectiveness. Pilot Projects may include projects identified in the Population Reports, as well as additional projects that may not have been included in the Phase 1 process, but show promise of effectively addressing mental health. We are defining mental health loosely to allow for holistic approaches that show promise.

Evaluation of CDEPs is important because many funding and reimbursement opportunities are tied to meeting standards of evidence. Evaluation can provide support for CDEPs meeting these standards of evidence as a validated CDEP, promising practice or evidence based practice. Evidence-based practices are approaches to prevention or treatment that are validated by some form of documented scientific evidence. This includes findings established through controlled clinical studies, but other methods of establishing evidence are valid as well. A promising practice means programs and activities for which there is research demonstrating effectiveness, including strong quantitative and/or qualitative data showing positive outcomes, but the research does not meet the standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes. Seeking recognition as an evidence-based practice will be optional for pilots, as it may not be appropriate for all populations and/or pilots.

There will be two stages for the Pilot Project component. Stage One is Capacity Building and lasts six months. Projects will be selected based on need, potential and likelihood for success. Through the Capacity Building process, Grantees will be provided with technical assistance and training in order to develop organizational capacity to apply for Implementation Pilot Project Grants. Stage Two is Implementation. We anticipate that most Pilot Projects will start at the implementation stage. During the Implementation Stage, Pilot Projects will expand, implement and evaluate their CDEP. All Pilot Projects will be selected through a competitive process, based on the review of their applications.

CRDP Advisory Committee

In Phase 2, the CRDP Advisory Committee will consist of representatives from communities around the state. It will advise CDPH on community needs and best practices to guide the integration of cultural and linguistic competence into the public mental health system.

Local Education, Outreach and Awareness Consultants

In CRDP Phase 2, education and outreach regarding the needs of underserved communities and effective strategies to address these disparities will be bolstered at the statewide and local levels. One statewide consultant and up to five local consultants will be engaged to help bring together community stakeholders and resources to address mental health disparities. The Local Education, Outreach and Awareness Consultants will work to increase awareness of mental health issues in impacted communities and inform local policy makers and administrators about issues impacting unserved, underserved and inappropriately served communities. In addition, the local education and outreach providers will seek to identify and implement collaborative processes through which representatives from the impacted communities can more effectively work with county administrators to reduce mental health disparities by increasing access to care and improving quality of care and service outcomes.

Technical Assistance

Five population-specific Technical Assistance (TA) Providers will be established in CRDP Phase 2. During the Capacity Building stage, the TA Providers will be expected to work with Pilot Projects to develop their administrative, programmatic and evaluation capacities and support them in their application process for the CRDP Phase 2 Implementation Pilot Projects. During the Implementation phase, the TA Providers will focus on supporting the Pilot Projects by working to improve administration and operations, identifying and securing additional resources and building strategic partnerships to better serve communities.

Evaluation

The purpose of Phase 2 evaluations is to demonstrate the effectiveness of CDEPs, to help Pilot Projects improve operations and interventions and to determine the overall effectiveness of CRDP in reducing mental health disparities in the target populations. Evaluations will be performed by a Statewide Evaluator and by evaluators at each Pilot Project and will be organized at three levels:

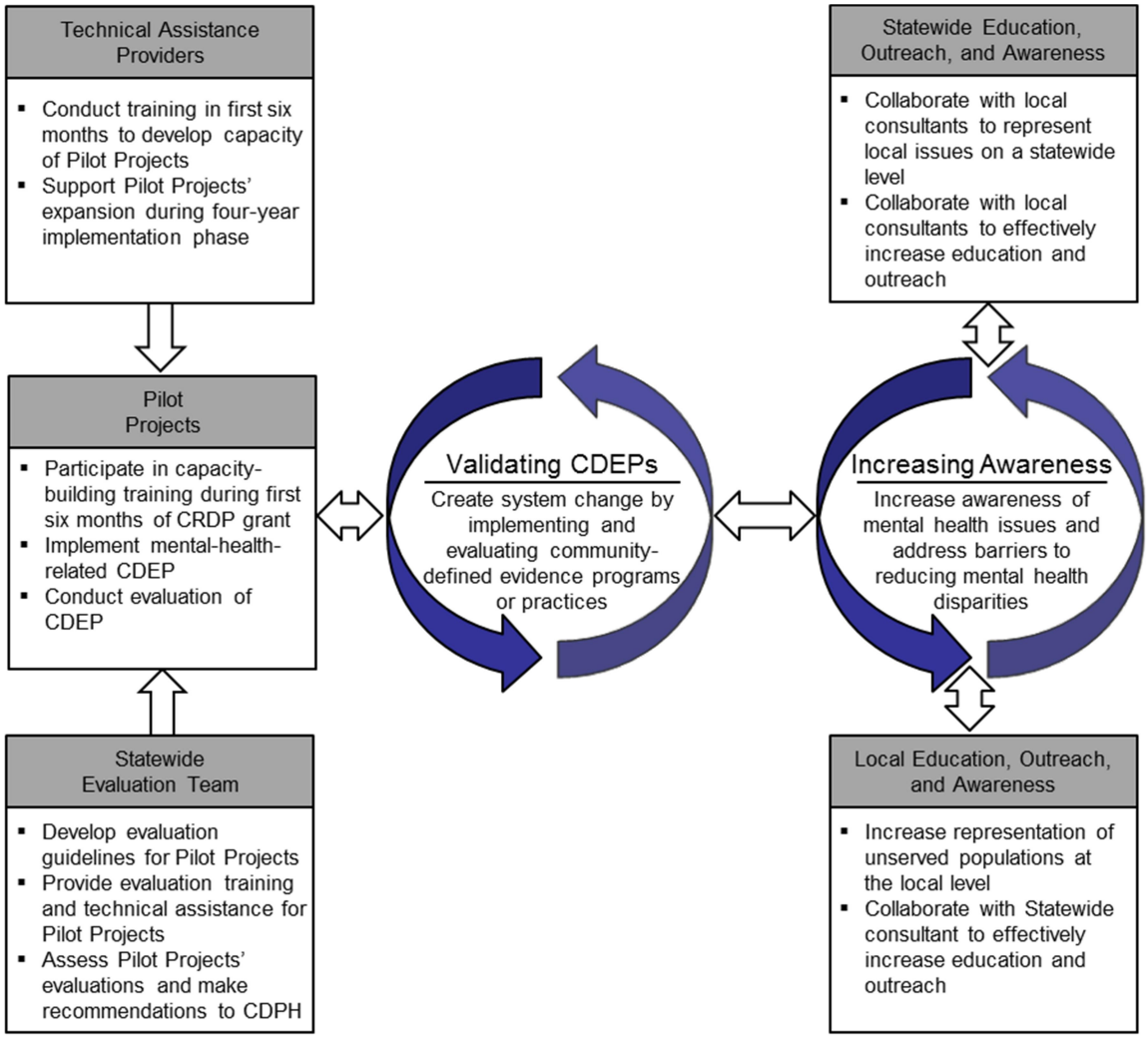
1) Individual pilot programs supported by the Statewide Evaluator and a population-specific Technical Assistance Provider will evaluate their projects to determine the effectiveness of interventions in preventing mental illnesses from becoming severe and disabling in the communities that they are serving;

2) Technical Assistance Provider will prepare guidelines to ensure a consistency across the Pilot Projects for each population group. This includes data definition and collection methods, common outcome measures as is practical and evaluation methods/approaches; and
3) Every component of the CRDP (including Pilot Projects, Technical Assistance Providers, etc) will be assessed by the Statewide Evaluator to determine if each individual component and the CRDP taken in whole are effective in achieving the goals of CRDP, including developing a business case and evaluating the potential to reduce mental health disparities by expanding effective strategies to a statewide scale.

Though the Phase 2 Pilot Project evaluations will be managed and owned by the individual Pilot Projects, the Statewide Evaluator will be responsible for providing guidance to each of the Pilot Projects to develop appropriate community participatory evaluations (defined in Section VI. L. Definition of Terms) as defined by their respective communities. Population-specific Technical Assistance providers will provide Pilot Projects with support in the design and implementation of their evaluations.

The image below illustrates the relationship between these elements:

Figure 1.2
CRDP Phase 2



CRDP Phase 2 is anticipated to be funded at $60 million and allocated between the Contractors as follows:

Table 1.2
Funding Allocation

Element	Total Funding	Number of Contracts/ Grants	Funding Term	Average Funding per Contract per Year*
Local Education, Outreach and Awareness Consultants	$2,000,000	5	5 years	$80,000
Statewide Education, Outreach and Awareness Consultant	$1,000,000	1	5 years	$200,000
Pilot Projects *Capacity Building* *Implementation*	 $600,000 $39,900,000	 15 35	 6 months 5 years	 $40,000 $228,000
Technical Assistance Provider	$12,500,000	5	6 years	$417,000
Statewide Evaluator	$4,000,000	1	6 years	$667,000

* Approximate, rounded.

Proposers may respond to multiple CRDP Phase 2 component solicitations. However, no organization shall be awarded multiple CRDP Phase 2 grants/contracts. A single organization may hold subcontracts from multiple prime contractors within a single contractor/grantee level. For example, an organization might subcontract to multiple TA Providers, but it could not subcontract to the Statewide Evaluator or to a Pilot Project. Proposers should be aware of the potential that planned subcontractors may become unavailable because they are included on a contract in a different contractor/grantee level that is awarded earlier in the process. If planned subcontractors become unavailable, proposers should be prepared to provide a proposed replacement promptly.

ATTACHMENT 10: IPP GOALS & REQUIREMENTS

Goal 1: Evaluate CDEP Effectiveness

Evaluation is a cornerstone of the success of the IPPs. Rather than imposing a top-down approach, IPPs will be empowered to develop their own approach to program evaluation in a manner that is culturally and linguistically competent. Working under the guidance of the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider, the Grantee will refine its Proposed Evaluation Plan and implement its approved Evaluation Plan throughout the term of the grant. Over the course of the grant, the IPPs will be responsible for collecting data, providing regular updates to CDPH and developing a final Evaluation.

Requirements to fulfill goals:

A. Evaluation Plan
   As part of the application submission, the Grantee will provide a detailed Proposed Evaluation Plan. An optional template is provided as a guide in Attachment 11. IPPs may choose to use it, amend the template or replace it as appropriate for their program. The Centers for Disease Control's "Developing an Effective Evaluation Plan" is also provided in the Bidder's Library and may be a useful reference in developing the Proposed Evaluation Plan. The Proposed Evaluation Plan shall include a detailed description of the following:
   1. Evaluation Approach: This describes specific details regarding how the Grantee would implement a program evaluation that is both culturally and linguistically competent and addresses the needs of the community that it is serving or plans to serve. The approach must describe in detail the plan for gathering qualitative and quantitative data and must detail how community stakeholders would be engaged throughout the evaluation process and should result in an analysis of the business case for this CDEP.
   2. Theory of Change and Logic Model: The Theory of Change is a detailed description of the step-by-step process that theoretically will lead to the end goal, including a clear articulation of the assumptions made to explain the change process. The Logic Model is a planning tool that provides detailed description of how the program is expected to improve mental health outcomes of program participants. (Samples of the Theory of Change and Logic Model are provided in the Bidder's Library.)
   3. Key Questions and Outcome Measures: This should include the specific, detailed questions the evaluation will seek to answer and what outcomes will be tracked. This must include mental health outcomes for individuals at increased risk of mental illness or with recent onset of mental illness.

4. Timeline: This should include planned due dates for included requirements and milestones that show tangible process towards meeting each requirement.
5. Evaluation Staffing Model: If the Grantee proposes to utilize an internal staff evaluator, the Grantee shall provide a description of the key qualifications and essential duties of the principal evaluator. In the event that the Grantee proposes to utilize a contractor to meet its evaluation requirements, the Grantee must provide the contractor's:
   i. Statement of qualifications, which demonstrates the Contractor's qualifications to develop and implement an evaluation plan, working in a culturally and linguistically competent manner and engaging the community throughout the process
   ii. Detailed statement of work, which demonstrates the ability of the Grantee to ensure effective and timely implementation of the Proposed Evaluation Plan
   iii. All contractors must be approved in advance by CDPH
6. Continuous Quality Improvement Plan: The Grantee must provide a detailed plan describing ongoing program monitoring activity that ensures program integrity and continuous quality improvement. This should include:
   i. Who within the organization will be involved?
   ii. When and how often will results be reviewed?
   iii. Who will decide how programs should be changed as a result of the evaluation?
   iv. Which stakeholders will be involved and in what setting? (Stakeholders include any persons interested in or impacted by the CDEP, including clients, family members and other community members.)
   v. How will stakeholder feedback be incorporated?
7. Update Plan: The Grantee shall update the Evaluation Plan annually, review with the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider and obtain approval for any deviations from CDPH. The applicant must provide a detailed plan indicating how the Evaluation Plan will be updated and reviewed to meet this requirement at least once by the beginning of each grant year after the first year.
8. Institutional Review Board (IRB) Review (If necessary): An Institutional Review Board, also known as an Independent Ethics Committee or an Ethical Review Board, provides oversight on some behavioral research involving human test subjects. IPPs may be required to obtain IRB approval if the evaluation is deemed to constitute "human subject research" (see http://www.hhs.gov/ohrp/humansubjects/commonrule/ for more information). If the Grantee has determined that it will need IRB approval, the Proposed Evaluation Plan should reflect this requirement. The Statewide Evaluator will

independently make a recommendation to CDPH as to which IPPs must pursue IRB approval.

9. Evidence-Based Practice (Optional): The Applicant may wish to pursue review and acceptance as an Evidence-Based Practice, at its option. Doing so would require experimental or quasi-experimental evaluation design. The Grantee should review requirements from Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry of Evidence-Based Programs and Practices (http://www.nrepp.samhsa.gov/). If the Applicant plans to pursue review and acceptance, it must provide a detailed description of how it would meet the requirements.

B. Prior to the grant's initiation, the Statewide Evaluator and the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will have developed Evaluation Guidelines that will be provided to each IPP at kickoff. The Statewide Evaluator will provide feedback on each IPP's Draft Evaluation Plan within 60 days of the grant's initiation. Each IPP will work with the TA Provider to discuss evaluation strategies, identify opportunities for refinement and ensure alignment of the Proposed Evaluation Plan with the Evaluation Guidelines and to ensure it fulfills all data collection needs for the CRDP Program Evaluation. The Grantee shall revise the Proposed Evaluation Plan, as appropriate, and resubmit it for review and acceptance by CDPH within 90 days of the start of the grant period. Failure to secure acceptance by CDPH are grounds to suspend the grant until the requirement has been met. CDPH will have the sole discretion to accept or reject the Evaluation Plan.

C. Participation in Ongoing Evaluation Technical Assistance
The Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will provide IPPs with ongoing technical assistance. This technical assistance will include, at a minimum:

- Evaluation planning, design and implementation, baseline measurement, data collection, engaging community members in the evaluation process, seeking recognition as an evidence-based strategy, hiring an evaluator and obtaining Institutional Review Board approval of research protocols (if necessary). The Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will also provide ongoing support throughout the implementation stage to help refine and troubleshoot issues that may arise regarding evaluation. This may include, but is not limited to, assistance regarding data collection, interpretation and validation.

D. Annual Evaluation Updates
Within 60 days after the end of each grant year, the Grantee shall provide an Annual Update to CDPH. This report shall include an overview of yearly data, provide a recap of activities during the year and an overview of the activities

planned for the upcoming year. In addition, it should include a narrative description of evaluation successes and challenges to the extent available.

E. Updated Evaluation Plan
After the first grant year, grantees shall submit an updated evaluation plan by the end of each grant year to account for program insights obtained during the previous year, additional guidelines issued by CDPH, the Statewide Evaluator and/or Lesbian, Gay, Bisexual, Transgender and Queer TA Provider and new circumstances. In addition, the Updated Evaluation Plan shall address any challenges collecting or providing data required by the Statewide Evaluator. CDPH will have the sole discretion to accept or reject the Updated Evaluation Plan. Failure to secure acceptance by CDPH are grounds to suspend the grant until the requirement has been met.

F. CDEP Evaluation
No later than the end of the second quarter of the fourth grant year, the Grantee shall submit to the Statewide Evaluator a draft version of its Final CDEP Evaluation. The Statewide Evaluator shall provide feedback and recommendations. The Grantee shall then revise the Evaluation as appropriate. Implementing feedback and recommendations shall occur at the Grantee's sole discretion. In addition, the Statewide Evaluator will also be providing subject matter expert support to CDPH staff in reviewing the Final Evaluation.
Prior to the end of the fourth year of the grant period, the Grantee shall provide a Final Evaluation that details the results and impacts of the Pilot Project, including developing a business case documenting return on investment. The Final Evaluation shall be based on the Evaluation Plan, which shall be aligned with all Evaluation Guidelines provided by the Statewide Evaluator and the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider. CDPH will have the sole discretion to accept or reject the Final CDEP Evaluation.

Goal 2: Expand CDEP Scale to Facilitate Evaluation

CDEP validation as an effective practice relies on achieving an appropriate sample size. Grantees will receive guidance on appropriate sample size from the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider. Grantees that have not already achieved adequate scale to provide an appropriate sample size will be responsible for increasing its current project scale to allow for effective evaluation, through the manner established by its application. To support responsible, effective expansion, Pilot Projects will receive resources, guidance and technical assistance from CDPH and its contractors.

<u>Requirements:</u>

A. CDEP Growth Plan

Within 60 days of the grant being initiated, the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will provide a written assessment of each IPP's need to increase scale to facilitate evaluation. Based on the identified need, the IPP will work with the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider to identify appropriate strategies to achieve this scale. The IPP will produce an Action Plan that will meet the assessed needs, which must be finalized within 90 days of receipt of the written assessment.

Goal 3: Improve Organizational Sustainability by Strengthening Operations and Infrastructure

Technical assistance will be provided to Grantees in order to build organizational capacity. The TA Provider will serve to provide recommendations/strategies that could remove any obstacles related to organizational capacity that might cause an IPP to be unsuccessful. In addition, this TA will work to make grantees more sustainable. Sustainability includes developing the capacity to apply for future grants and other funding streams, the organizational structure to facilitate growth and other infrastructure that will help grantees provide service at the highest level.

In order to achieve this, IPPs will be working closely with the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider. The TA Provider will provide specific support to all Lesbian, Gay, Bisexual, Transgender and Queer IPPs as well as support tailored to each IPP's individual needs. The IPPs will be required to participate in technical assistance activities, including an initial assessment, planned technical assistance trainings and ongoing technical assistance and to provide input, as necessary, to facilitate tailored support. In addition, IPPs will receive technical assistance from TA Providers focused on other populations, to support the IPPs in better serving LGBTQ and multi race individuals. Technical assistance will include, but is not limited to:

- Board development, including selection, recruitment and governance, as appropriate;
- Resource development, including partnership development, marketing, fundraising and grant writing, as appropriate;
- Business development, including financial, human resources, information technology and program management, as appropriate;
- Regulatory compliance, including HIPAA, as appropriate;
- Other core operational requirements, as identified;
- Community outreach and engagement;
- Marketing and promotion, including development of collateral materials;
- Program development;
- Continuous quality improvement strategies;
- Evaluation planning, design and implementation;
- Data collection, including measurement of baseline;
- Engaging community members in the evaluation process;

- Seeking recognition as an evidence-based practices or programs;
- Hiring an appropriate evaluator;
- Refining a program evaluation budget; and
- Obtaining Institutional Review Board approval of research protocols, as necessary.

Requirements:

A. CDEP Capacity Building Action Plan

Within 60 days of the grant being initiated, the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider will provide a written assessment of each Lesbian, Gay, Bisexual, Transgender and Queer IPP's organizational strengths and limitations in effectively and efficiently providing its CDEP. The written assessment will be developed through a collaborative process in which the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider and the IPP will work to identify any current gaps. The IPP will produce an Action Plan that will meet the assessed needs and must be finalized within 60 days of receipt of the written assessment.

B. Peer-to-Peer Learning

CDPH, supported by the five TA Providers will organize an annual in-person peer-to-peer learning session for all IPPs. Each year of the grant period, selected grantees will be called upon to present, facilitate discussions, sit on a panel, provide a workshop, or by other means to share experience and advance learning and expertise among all grantees. **Grantees are required to participate and attend in-person each year and should budget for travel costs for three staff.**

Goal 4: Increase Awareness of CDEPs

Increasing awareness of effective mental health practices in the Lesbian, Gay, Bisexual, Transgender and Queer, mental health provider, funder and policy communities is critical to increasing adoption of such practices.

In order to facilitate dissemination of IPP results, there will be a Final Convening. The Statewide Evaluator and the five TA Providers will organize a Final Convening featuring the successes and the lessons learned from all Pilot Projects. Each IPP will participate in the planning and execution of this symposium.

Requirement:

A. Draft Presentation

Grantee shall work with the TA Provider and the Statewide Evaluator to identify the appropriate format and content for its presentation. Grantee shall develop a PowerPoint presentation covering its success and lessons learned, in the context of the overall Lesbian, Gay, Bisexual, Transgender and Queer efforts. The Draft shall be completed at least 30 days prior to the Final Convening. Draft shall be reviewed by CDPH, the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider and the Statewide Evaluator.

B. Final Presentation
Grantee shall refine its presentation, as appropriate, and present at the Final Convening. Grantee shall provide CDPH with a copy of the presentation as the final requirement. The Final Presentation shall be provided to CDPH no later than 10 days prior to the Final Convening.

Goal 5: Project Management

Effectively implementing these grants will require reports, regular meetings and updates between the Grantee and CDPH. This may be achieved through documentation, conference calls, and/or site visits. This will ensure CDPH is up-to-date on IPP progress and allow Grantees to provide feedback on the support they are receiving.

Requirement:

A. Kickoff Meeting
The Grantee shall attend a kickoff meeting with the CDPH Contract Manager (CM). The Grantee's Project Manager (PM), Grant Administrator and Fiscal Officer shall attend this meeting to discuss the administrative, fiscal and technical aspects of this grant. Prior to the kickoff meeting, the CM will develop an agenda, which the PM may add to, as necessary. The PM will provide an agenda to all potential meeting participants. CDPH will designate the date and location of this meeting. **Grantees are required to participate and attend in-person and should budget for two days of travel costs for three staff.**
The meeting shall include, but is not limited to, a review of the following:
- Administration;
- Detailed review of the Workplan, schedule and requirements;
- Roles and responsibilities; and
- Strategies and goals.

B. Quarterly Collaboration Meetings
The Grantee shall meet with CDPH staff and other CRDP contractors/grant recipients at least quarterly. It is anticipated that most sessions will last two hours and will be held virtually.

One session annually will be held in-person in or near Sacramento (Goal 3, Requirement B). The annual in-person collaboration meeting is expected to cover two days. **Grantees are required to participate and attend in-person and should budget for travel costs for three staff.**

C. Quarterly Update

No later than 15 days after the close of each quarter the, Grantee shall provide a written update (report) on its program. This update shall cover progress in implementing the Workplan and Evaluation Plan, including achievement of the Goals and Objectives. The report must have a separate section covering each of the goals. The update shall be a minimum of two pages and a maximum of ten pages.

For Goal 1 the section shall provide an update on overarching and IPP specific outcome measures, following the guidelines specified by the Statewide Evaluator and the Lesbian, Gay, Bisexual, Transgender and Queer TA Provider. The report shall also include a discussion of any notable experiences or challenges in evaluation or data collection during the period. The Grantee must maintain records detailing the data collected and must make files available for inspection upon request.

For Goals 2 through 5 the report shall focus on progress completing activities and achieving objectives included in the Workplan for each Goal, and may include notable experiences, key performance indicators and/or technical assistance needs as well. These periodic reports may be augmented by informal telephone, email or in-person reports, as needed.

D. Closeout Meeting

The Grantee shall compile a Closeout Report that summarizes the major efforts, findings and lessons learned from CRDP Phase 2 from the perspective of the IPP. The Grantee shall deliver the Closeout Report in person during a meeting with CDPH to ensure thorough knowledge transfer. The Final Meeting must be completed before the end of the term of this Agreement. The PM will determine the appropriate meeting participants and particulars. **Grantees are required to participate and attend in-person and should budget for travel costs for three staff.**

ATTACHMENT 11: PREVENTION AND EARLY INTERVENTION TABLES

The following tables portray:

1. The kinds of "direct" and "indirect" programs included in Proposed PEI Regulations and, for each, the desired program outcomes and who (directly or indirectly) is intended to benefit.
2. Required and optional programs (stand-alone organized effort) and strategies (something that is embedded into a program). Several of the MHSA's PEI goals can be accomplished as either a program or as a strategy; for example, Improving Timely Access to Services for Underserved Populations is a required strategy for all PEI programs and, in addition, an option as a stand-alone program.
3. Program and outcome reporting requirements for each program and each strategy.

Kind of Program	Name of Program	Program Goal	Intended Beneficiaries (direct or indirect)
Direct	Prevention	Reduction MHSA negative outcomes (including reduced suffering, defined as early signs of a possible or developing mental illness)	People with greater than average risk of mental illness
	Early Intervention	Reduction MHSA negative outcomes (including reduced suffering, defined as symptoms early in onset of mental illness)	People with early onset of mental illness
Indirect	Timely Access to Services for Underserved Populations	Improved access	People from underserved populations with risk, early onset, or experience of mental illness
	Access and Linkage to Treatment	Improved access Reduced duration of untreated mental illness	People with a serious mental illness

Kind of Program	Name of Program	Program Goal	Intended Beneficiaries (direct or indirect)
	Outreach for Increasing Recognition of Early Signs of Mental Illness	Engagement of people who can identify signs and symptoms (no required outcome measures)	People with risk or early onset of mental illness
	Stigma and Discrimination Reduction	Changes in attitude, knowledge, or behavior specific to program	People with risk, early onset, or experience of mental illness
	Suicide Prevention	Changes in attitude, knowledge, or behavior specific to program	People with risk of suicide as a consequence of mental illness

	Stand-alone program	Strategy within program
Prevention	Required except small counties	N/A
Early Intervention	Required	N/A
Improving Access and Linkage to Treatment	Required	Required for all PEI programs
Increasing Timely Access to Services for Underserved Populations	Option	Required for all PEI programs
Outreach for Increasing Recognition of Early Signs of Mental Illness	Required	Option
Suicide Prevention	Option	N/A
Stigma and Discrimination Reduction	Required	Required for all PEI programs

Program: as used in the Prevention and Early Intervention regulations means organized and planned work, action or approach that evidence indicates is likely to bring about positive mental health outcomes either for people with or at risk of serious mental illness or for the mental health system. A program is a stand-alone, discreet unit of service delivery.

Strategy: as used in the Prevention and Early Intervention regulations means a planned and specified method within a program intended to achieve a defined goal.

Summary of Tracking and Evaluation Requirements in Proposed PEI Regulations

Programs and Strategies within Programs	Tracking Requirements	Evaluation Requirements
Early Intervention Program	Unduplicated number of individuals served annually in the preceding fiscal year(3560.010(b)(1)(B)) Annual Report Three-Year Report	County-selected measure of mental health recovery including reduction of symptoms and other indicators related to applicable MHSA negative outcomes (3750(a) and (c)) Three Year Report
Prevention Program	Unduplicated number of individuals served annually in the preceding fiscal year (3560.010(b)(1)(B)) Annual Report Three-Year Report	County-selected measure of reduced risk or sub-clinical manifestation of mental illness and other indicators related to applicable MHSA negative outcomes (3750(b) and (c)) Three Year Report
Outreach for Increasing Recognition of Early Signs of Mental Illness	Number of potential responders engaged, setting, type of responder (3560.010(b)(2)) Annual Report Three Year Report	None
Improving Timely Access to Services for Underserved Populations	Number of individuals referred (3560.010(b)(4)(C)) Annual Report	Number of individuals who followed through with referral defined as number who participated at least once in program to which referred; average

Programs and Strategies within Programs	Tracking Requirements	Evaluation Requirements
		interval between referral and participation in service (3560.010(b)(4)(D)) Annual Report Three Year Report
Increasing Access to Treatment for People with Serious Mental Illness (beyond early onset)	Number of individuals with Serious Mental Illness referred, kinds of treatment to which referred (3560.010(b)(3)) Annual Report	Number of individuals who followed through on the referral defined as participating at least once in treatment to which referred; average interval between referral and participation in treatment; duration of untreated mental illness for referred individuals previously untreated for severe mental illness, defined as interval between onset of symptoms and entry into treatment as the result of a PEI referral (3560.010(b)(3)) Annual Report Three Year Report
Non-stigmatizing and Non-discriminatory Service Delivery	None	None
Reducing Stigma and Discrimination	None	Changes in knowledge, attitudes, and/or behavior related to mental illness or to seeking mental health services, using self-selected validated instrument applicable to specific goals of program (3750(d)) Three Year Report
Preventing Suicide Related to Mental Illness (program does not focus on intended outcomes for specific individuals at risk of or with	None	Changes in knowledge and/or behavior related to preventing suicide associated with risk or presence of mental illness, using self-selected validated instrument applicable to specific goals of program (3750(e))

Programs and Strategies within Programs	Tracking Requirements	Evaluation Requirements
early onset of a mental illness)		Three Year Report

Numbers served and other program data are required to be disaggregated by: age, race, ethnicity, primary language used, sexual orientation, disability (not the result of a serious mental illness), veteran status, and gender identity.

ATTACHMENT 12: DEFINITIONS OF TERMS

Capacity Building: The process by which individuals, groups, organizations, institutions and societies increase their abilities to: (a) perform core functions, solve problems, define and achieve objectives; and (b) understand and deal with their development needs in a broad context and in a sustainable manner. (United Nations Educational, Scientific and Cultural Organization, 2006)

Community-Defined Evidence Practice: A set of bottom-up practices derived from a community's ideas of illness and healing or positive attributes of cultural or traditional practices. In addition, the practice has been used by the targeted community, which has determined it to yield positive results through community consensus. While some CDEPs may have been measured empirically, this is not necessary to show that there is a consensus in the community regarding its effectiveness. CDEPs can include a range of culturally tailored treatment approaches or support (Martinez, 2010; CIBHS, 2014; Community Defined Evidence Project Work Group, 2007). These services are often culture-specific practices that are supported by community experience but generally not yet recognized or funded by the public mental health system.

Community-Participatory Evaluation: A partnership approach to evaluation in which stakeholders actively engage in developing the evaluation and all phases of its implementation.

Those who have the most at stake in the program – partners, program beneficiaries, funders and key decision makers – play active roles. Participation occurs throughout the evaluation process, including:

- Identifying the relevant questions;
- Planning the evaluation design;
- Selecting the appropriate measures and data collection methods;
- Gathering and analyzing data;
- Reaching consensus about findings, conclusions and recommendations; and
- Disseminating results and preparing an action plan to improve program performance. (Zukoski & Luluquisen, 2002)

Cultural Competence: Cultural competence is a set of congruent behaviors, attitudes, policies, structures and practices that come together in a system, agency or among professionals and enable that system, agency or those professionals to work effectively in cross-cultural situations. The word "culture" is used to imply the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word competence is used because it implies having the capacity to function effectively. A culturally competent system of care, agency or organization acknowledges and incorporates—at all levels. (Cross, 1989)

A set of congruent practice skills, behaviors, attitudes and policies in a system, agency, or among those persons providing services that enables the system, agency, or those persons providing services to work effectively in cross cultural situations. (CCR Title 9. Rehabilitative and Developmental Services)

Culture: An integrated pattern of human behavior which includes thought, communication, languages, beliefs, values, practices, customs, courtesies, rituals, manners of interacting, role, relationships and expected behaviors of a racial, ethnic, religious or social group and the ability to transmit this pattern to succeeding generations. (National Center for Cultural Competence, 2001)

Disparities, Mental Health: Differences in health and mental health status among distinct segments of the population, including differences that occur by gender, age, race or ethnicity, sexual orientation, gender identity, education or income, disability or functional impairment or geographic location or the combination of any of these factors. (Health and Safety Code, Section 131019.5)

Ethnicity: Of or relating to large groups of people classed according to common racial, tribal, religious or linguistic or cultural origin or background. (National Center for Cultural Competence, 2001)

Intervention: Any type of treatment, preventive care or test that a person could take or undergo to improve health or to help with a particular problem. (Agency for Healthcare Research and Quality)

Kinds of Evidence:

> **Evidence-based practice standard:** Evidence-based practice means activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population, including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
>
> **Promising practice standard:** Promising practice means programs and activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet the standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
>
> **Community and or practice-based evidence standard:** Community and or practice-based evidence means a set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically. Community and or practice-defined evidence takes a number of factors into consideration, including worldview and historical and social contexts of a given population or community, which are culturally rooted.

Linguistic Competence: Linguistic competence is the capacity of an organization and its personnel to effectively communicate with persons of limited English proficiency, those who have low literacy skills or are not literate and individuals with disabilities. These may include, but not limited to, the use of: bilingual/bicultural staff; cultural brokers; multilingual telecommunication systems; teletypewriter; foreign language interpretation services; sign language interpretation services; ethnic media in languages other than English; print materials in easy to read, low literacy, picture and symbol formats; assistive technology devices; computer assisted real time translation; materials in alternative formats; varied approaches to sharing information with individuals who experience cognitive disabilities; and

translation of legally binding documents, signage, health education materials and public awareness materials and campaigns. The organization must have policy, structure, practices, procedures and dedicated resources to support this capacity. (National Center for Cultural Competence, 2001)

Organizations and individuals working within the system are able to communicate effectively and convey information in a tnanner that is easily understood by diverse audiences, including individuals with Limited English Proficiency; individuals who have few literacy skills or are not literate; and individuals with disabilities that impair communication. It also means that structures, policies, procedures and dedicated resources are in place that enable organizations and individuals to effectively respond to the literacy needs of the populations being served. (CCR Title 9. Rehabilitative and Developmental Services)

Mental Illness: Disorders generally characterized by dysregulation of mood, thought, and/or behavior, as recognized by the Diagnostic and Statistical Manual, 5th edition, of the American Psychiatric Association (DSM-V). (CDC, 2013)

Prevention: A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is significantly higher than average and, as applicable, their parents, caregivers, and other family. “Risk factors for mental illness” means conditions or experiences that are associated with a higher than average risk of developing a potentially serious mental illness. Kinds of risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic. Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness. Prevention program services may include relapse prevention for individuals in recovery from a serious mental illness. Prevention programs may include universal prevention efforts as defined below if there is evidence to suggest that the universal prevention effort is likely to bring about mental health and related functional outcomes for individuals and members of groups or populations whose risk of developing a serious mental illness is significantly higher than average. Universal prevention efforts mean efforts that target a population that has not been identified on the basis of risk. (MHSOAC, 2014)

Early Intervention: Treatment and other services and interventions to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that result from untreated mental illness. Early Intervention program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years. Early Intervention program services may include services to parents,

caregivers, and other family members of the person with early onset of a mental illness, as applicable. Early Intervention program may include efforts to prevent relapse in an individual with early onset. (MHSOAC, 2014)

Race: There is an array of different beliefs about the definition of race and what race means within social, political and biological contexts. The following definitions are representative of these perspectives:

- A tribe, people or nation belonging to the same stock; a division of humankind possessing traits that are transmissible by descent and sufficient to characterize it as a distinctive human type.
- Race is a social construct used to separate the world's peoples. There is only one race, the human race, comprised of individuals and characteristics that are more or less similar to others. (National Center for Cultural Competence, 2001)

Sustainability: Developing the capacity to apply for future grants and other funding streams, the organizational structure to facilitate growth and other infrastructure that will help grantees provide service at the highest level.

Target Populations: The specific population groups that the program is attempting to impact.

Wellbeing: A positive state of mind and body, feeling safe and able to cope, with a sense of connection with people, communities and the wider environment. (HM Government, 2010)

ATTACHMENT 13: LIST OF ACRONYMS

ADA: Americans with Disabilities Act

API: Asian Pacific Islander

CBO: Community Based Organization

CBPP: Capacity Building Pilot Project

CCC: Contractor Certification Clauses

CCR: California Code of Regulations

CD: Compact Disc

CDC: Center for Disease Control

CDEP: Community Defined Evidence Project

CDPH: California Department of Public Health

CIBHS: California Institute for Behavioral Health Solutions

CM: Contract Manager

CMMC: California MHSA Multicultural Coalition

CMU: Contracts Management Unit

CRDP: California Reducing Disparities Project

CV: Curriculum Vitae

DGS: Department of General Services

DHHS: Deaf & Hard of Hearing Services

DSM: Diagnostic & Statistical Manual of Mental Disorders

DVBE: Disabled Veteran Business Enterprise

EOA: Education Outreach & Awareness

EZA: Enterprise Zone Act

FEIN: Federal Employer Identification Number

HIPAA: Health Insurance Portability & Accountability Act

HM: Her Majesty's

ID: Identification

IPP: Implementation Pilot Project

IRB: Institutional Review Board

IRS: Internal Revenue Service

LGBTQ: Lesbian, Gay, Bisexual, Transgender and Queer/Questioning

MHSA: Mental Health Services Act

MHSOAC: Mental Health Services Oversight and Accountability Commission

NVSA: Nonprofit Veterans' Services Agency

OHE: Office of Health Equity

OSDC: Office of Small Business Disabled Veteran Certification

PCC: Public Contract Code

PEI: Prevention & Early Intervention

PM: Project Manager

PUC: Public Utilities Commission

SAMHSA: Substance Abuse & Mental Health Services Administration

SB: Small Business

SB/MB: Small Business/Microbusiness

SES: Socioeconomic Status

SMART: Specific, Measurable, Achievable, Realistic, & Time Oriented

SME: Subject Matter Expert

SOW: Scope of Work

SPW: Strategic Planning Workgroup

SSN: Social Security Number

STD: Standard Form

TA: Technical Assistance

TACPA: Target Area Contact Preference Act

TDD: Training & Development Department

TIN: Taxpayer Identification Number

USC: United States Code

ATTACHMENT 14: REFERENCES

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ATTACHMENT 15: SAMPLE STATE CONTRACT

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

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.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

EXHIBIT F - CONTRACTOR'S RELEASE

EXHIBIT G - INFORMATION PRIVACY AND SECURITY REQUIREMENTS

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 www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A: SCOPE OF WORK

1. Service Overview

As authorized by Section 131019.5 of the California Health and Safety Code, the Office of Health Equity (OHE) will award grants for the establishment of Pilot Projects. These 35 Pilot Projects will receive funds to support their operation, receive technical assistance and complete an evaluation of the Pilot Project. They will work in conjunction with other grants and contract established under Phase 2, the five population-specific technical assistance providers, state and local Education, Outreach and Awareness Consultants and CRDP Phase 2 overall.

The Grantee agrees to work to fulfill the Goals described hearin.

2. Service Hours

The services shall be provided Monday through Friday, from 8 a.m. to 5 p.m., excluding State/Federal holidays, or on an as needed basis.

3. Service Location

The services shall be performed at various statewide facilities accessible to the Contractor.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Contractor:
Renee Wright	Name:
Office of Health Equity	Email:
Community Development and Engagement Unit	Address:
P.O. Box 997377, MS 0022, Sacramento, CA 95899-7413	
(916) 445-4139	Telephone:

B. Direct all inquiries to:

Renee Wright
Office of Health Equity
Community Development and Engagement Unit
P.O. Box 997377, MS 0022, Sacramento, CA 95899-7413
(916) 445-4139
OHE.Solicitations@cdph.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

The Grantee is responsible for working to fulfill the goals of this grant and completing the tasks agreed to with its Technical Assistance Provider. The Contractor should budget for its own travel costs, except where otherwise specified. All travel shall adhere to state travel reimbursement policy, which is available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

California Department of Public Health
Office of Health Equity
P.O. Box 997377, MS Code 0022
Sacramento, CA 95899-7420

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.

C. Invoice shall:

1. Be prepared on contractor's letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
2. Bear the Contractor's name as shown on the Agreement.
3. Show a unique invoice number assigned by the Contractor.
4. Show an invoice date reflecting when the invoice was prepared.
5. Be mailed no later than five days after the invoice date.
6. Show the Contractor's vendor number assigned by CDPH.
7. Show the Agreement number assigned by CDPH.
8. Show the Contractor's remittance address.
9. Identify the billing and/or performance period covered by the invoice.
10. 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.

D. Monthly invoices shall be submitted for payment within sixty (60) days following the end of each calendar monthly in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 4, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the Program Contract Manager (CM).

E. The Contractor may submit supplemental invoices to the CM if it has determined that there are expenses incurred during the term of the contract that have not been previously billed. The Contractor must submit a written justification to accompany the supplemental invoice(s) and shall submit the documents to the CM for approval. The supplemental invoice(s) cannot exceed 20% of the total contract amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third

quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the CM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.

F. The State may, at its discretion, choose not to honor any delinquent invoice if the Contractor fails to obtain prior written State approval of an alternate invoice submission deadline.

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. A final undisputed invoice shall be submitted for payment no more than sixty (60) 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 CM. 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.

B. 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.

C. 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. Invoices, 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 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 disallowed 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.
D. Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees.

6. Recovery of Overpayments

A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing 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 repayment;
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 or 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 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.

9. Revenue

A. This provision supersedes and replaces provision 6 entitled, "Income Restrictions" appearing in Special Terms and Conditions Exhibit D(F).
B. If the Contractor realizes a profit from the sale of nutrition education materials (videos, literature, etc. paid with agreement dollars), it must report the amount to the State as Contractor income on the SF-269 form. The Contractor shall make the SF-269 form available to the State on request. The Contractor shall place any income, fees, or reimbursements accruing to or received by the Contractor for services rendered under this agreement into a separate identifiable account. Revenues generated by the Contractor as a result of this State agreement must be utilized to meet identified, agreed upon, program-related needs of the Contractor, or must be returned to the State. Any revenues accruing to the Contractor, based on services supported in whole or in part by the State pursuant to this agreement, shall be used to defray costs incurred by this project to measurably expand the program or improve the quality of services detailed in this agreement, and must be

approved in writing by the State. Adequate documentation of the use of these funds shall be maintained.

10. Restriction of Funds

The Contractor shall use funds pursuant to the Agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this Agreement; Contractor shall not divert or use funds for other purposes.

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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(S): SPECIAL TERMS AND CONDITIONS

Special Terms and Conditions

(For State funded subvention, local assistance and direct service contracts and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Public Health” and “CDPH” shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, a specified condition applies, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of the Agreement, the provisions are superseded by an alternate provision appearing elsewhere in the Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
4. Subcontract Requirements
5. Income Restrictions
6. Audit and Record Retention
7. Site Inspection
8. Intellectual Property Rights
9. Prior Approval of Training Seminars, Workshops, or Conferences
10. Confidentiality of Information
11. Documents, Publications and Written Reports
12. Dispute Resolution Process
13. Financial and Compliance Audit Requirements
14. Novation Requirements
15. Payment Withholds
16. Performance Evaluation
17. Officials Not to Benefit
18. Four-Digit Date Compliance
19. Union Organizing
20. Contract Uniformity (Fringe Benefit Allowability)
21. Prohibited Use of State Funds for Software

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the California Department of Public Health (CDPH) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA 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. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

2. Procurement Rules

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

a. **Equipment definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment**: A tangible or intangible item having a base unit cost of $5,000 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 $5,000 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 and/or subcontractor, 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 h of Provision 2. Paragraph c of Provision 2 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 h of Provision 2. Paragraph b of Provision 2 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 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 of $5,000 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 and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor 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 and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor 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 and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 2 by giving the Contractor no less than 30 calendar days written notice.

3. 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 funds.)

a. Wherever the terms equipment and/or property are used in Provision 3, the definitions in Provision 2, 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, the 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 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 and/or Subcontractor 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 and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or property theft, Contractor and/or Subcontractor 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 with agreement funds 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 and/or Subcontractor 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 with agreement funds 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 and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds 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 with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, 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 period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor'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 and/or Subcontractor.

(b) The Contractor and/or Subcontractor 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 and/or Subcontractor 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 and/or Subcontractor 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 and/or Subcontractor, 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 (California Department of Public Health).

[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 the California Department of Public Health (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 and/or Subcontractor 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 and/or Subcontractor 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.

4. 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 costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

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) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by 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 the 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.

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."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 21, and/or other numbered provisions herein that are deemed applicable.

5. 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.

6. Audit and Record Retention

(Applicable to agreements over $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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, the 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. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

7. 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 work.

8. 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 Section 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., 2006, etc.]*, California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California 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 the 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. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

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

9. 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 or Subcontractor to conduct routine business matters.

10. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall 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. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall 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 Program 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.

11. 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 contract 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 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.

12. 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, Subchapter 2.5, commencing with Section 251, 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 Program 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 Program 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.

13. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (See H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133)*** and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 13c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this Agreement limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

14. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

15. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

16. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

17. 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.

18. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

19. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

20. 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 <u>fringe benefits</u> shall be at <u>actual cost</u>.

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 Provision f (3)(a) 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 the Agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave 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..

21. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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.

EXHIBIT E: ADDITIONAL PROVISIONS

1. **Cancellation / Termination**
   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.
2. **Lobbying**
   a. Any expenditure or use of funds (including grant funded positions) for any lobbying activities are disallowed costs. If the implementing agency participates or contracts to participate in lobbying activities using funds other than the CRDP appropriated funds, the agency must disclose the activity via written communications to their CRDP CONTRACT MANAGER.
3. **Conflict of Interest**
   a. Agency employees must avoid activities or create an appearance of:
      i. Using CDPH funds where there is personal financial interest or benefit/gain
      ii. Loss of impartiality
      iii. Decision making outside official channels
      iv. Adversely affecting the confidence of the public in the integrity of the government or CRDP.
   b. CDPH-funded Grantees/Contractors shall not employ, enter into any contract, or engage in any activity or enterprise, with a consultant currently under contract with CDPH, or any current CDPH employee, whether formal or informal, for pay or not for pay, which might result in a conflict of interest or the appearance of a conflict of interest. The Grantee/Contractor will submit notification to the CDPH Contract Manager that explains the intended relationship between the project and the consultant or employee. The CDPH Contract Manager or CDPH leadership (or designee), shall review the written notification and determine whether a conflict of interest or the appearance of a conflict of interest exists.

EXHIBIT F: CONTRACTOR'S RELEASE

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** _____ entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing 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 it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH contract, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

EXHIBIT G: : INFORMATION PRIVACY AND SECURITY REQUIREMENTS

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Privacy Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:
   1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
   2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

   1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of he California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH; or
3. is “personal information” as defined in this Exhibit.

C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information.

D. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:

1. by itself directly identifies or uniquely describes an individual; or
2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of “personal information” set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2); or
5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29(h)(2) or California Civil Code section 56.05(g); or
6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29(h)(3); or
7. Is protected from disclosure under applicable state or federal law.

E. Security Incident: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI.

F. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI is located, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each location where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined

in this Exhibit), **or** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(c), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable causes of the breach or security incident; and
5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident.

The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29(e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer (and CDPH IT Service Desk)**
See the Scope of Work exhibit for Program	Privacy Officer Privacy Office, c/o Office of Legal	Chief Information Security Officer

Contract Manager	Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above, that the CDPH PCI has been destroyed.

XVI. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of

this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

Attachment G.1

Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging*****.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.