KAREN SMITH
Director

EDMUND G. BROWN JR.
Governor

Solicitation

Notice to Prospective Proposer(s)

Date: September 16, 2015

You are invited to review and respond to this Solicitation entitled Solicitation #15-10611, California Reducing Disparities Project Phase 2 Native American Technical Assistance Provider. In submitting your proposal, you must comply with these instructions.

The department is awarding one contract to provide technical assistance for Native American pilot projects statewide as identified in this Solicitation. 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.

California Reducing Disparities Project (CRDP) Phase 2 Native American Technical Assistance Provider

Solicitation #15-10611

State of California

California Department of Public Health

Office of Health Equity

September 16, 2015

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I. Introduction

A. Administrative Section

1. Purpose

The purpose of this Solicitation is to secure a Contractor to serve as the California Reducing Disparities Project (CRDP) Technical Assistance Provider for Pilot Projects serving the Native American population. The Technical Assistance Provider is integral to Phase 2 and will collaborate with the Pilot Projects, Statewide Evaluator and the State and Local Education, Outreach and Awareness Consultants, as well as California Department of Public Health (CDPH) staff. The Technical Assistance Provider must provide services in a culturally and linguistically competent manner that is specific to California's Native American population. **The Contractor will provide services throughout California.**

For more information see Section I.B Background and Section II. Scope of Work.

Note: Over the course of this document, the terms Proposer and Contractor are used frequently. The Proposer is the entity that is submitting the Proposal and includes all subcontractors. Typically, Proposer is used to identify what interested parties should do in responding to this solicitation. Contractor is used to identify what the selected Proposer will do once under Contract. The terms Grantee and Grant refer to Pilot Projects.

2. Key Action Dates

Key activities and times for this Solicitation are presented below. This is a tentative schedule. Any updates to this schedule will appear as an addendum to this Solicitation.

Table 1.1
Key Action Dates

ACTIVITY	ACTION DATE
Solicitation release date	August 24, 2015
Bidders conference	September 2, 2015*
Written question submittal deadline	September 8, 2015
Questions and Answers posted	September 14, 2015
Deadline to submit requirements change requests	September 21, 2015
Optional letter of intent	September 21, 2015
Final date for proposal submission	November 13, 2015 Received by CDPH no later than 3 pm
Negotiations (if necessary)	December 21, 2015 – January 8, 2016
Proposed award date	January 15, 2016
Contract start date	February 1, 2016

*** Bidders conference:**
September 2, 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.

3. Authority and Available Funding

This procurement will be conducted under the authority of the California Welfare and Institution Code Sections 5814 and 5897. While not subject to the formal award dispute process required by the Public Contract Code, CDPH when issuing Awards will allow for an informal dispute award process, where an entity not awarded funding can write their issues to the Department for a final administrative decision. All disputes will be resolved by the California Department of Public Health (CDPH) under such authority. The decisions of the CDPH Director are considered final.

Only applicants that fully 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 scoring 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 full working day following the award. The decision of the CDPH Director 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.

The total amount payable for the agreement awarded under this Solicitation shall not exceed $2.5 million dollars. The Contract shall be for a term of 6 years.

The proposed Contract 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 Contract. If full funding does not become available, CDPH will either cancel the resulting Contract or amend to reflect reduced funding and reduced activities.

4. Resolution of differences between Solicitation and contract language

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

5. CDPH Rights

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

- Modify any date or deadline appearing in this Solicitation.
- Issue clarification notices, addenda, alternate Solicitation instructions, forms, etc. If this Solicitation is clarified, corrected or modified, CDPH will post all clarification notices and/or Solicitation addenda on BidSync.

6. 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. A.2. Responses will be posted on the BidSync in the timeline specified in Section I. A.2 Any verbal communication with CDPH staff concerning this Solicitation is not binding on the State and shall in no way alter a specification, term or condition of the Solicitation.

This Solicitation includes a number of requirements on the Proposer, including format, content and qualifications. Proposers may request requirements be changed if they believe any of the requirements are inappropriate or unduly limit competition. Requests must be emailed to the address specified in I.A.7. Contact Information and must be received by the date specified in Section I. A.2. Requests will be evaluated on a case-by-case basis.

7. Contact Information

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

8. Proposers' Responsibilities for Submitting a Proposal:

Proposers must take the responsibility to:

- Carefully read this entire Solicitation;
- 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 Solicitation are followed and appropriately addressed; and

9. 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.

10. Negotiations

If CDPH receives at least one compliant proposer that meets all minimum qualifications and meets minimum score requirements on desirable qualifications and technical scoring, CDPH may, at its discretion and based on the recommendation of the scoring team:

a. Proceed to award to the proposer with the highest overall score or

b. Conduct negotiations on cost and/or technical proposals with the qualified, responsive proposer whose responses are most advantageous to CDPH and appropriate for CRDP. Negotiations shall be exclusive and have a firm two week deadline. After two weeks, if agreement has not been reached, CDPH shall close negotiations with the initial proposer and open negotiations with the scorer with the second highest overall score. If no agreement is reached, the process shall repeat until an agreement is reached or no qualified bidders remain.

CDPH reserves the right to:

1. Negotiate with any or none of the bidders;

2. Terminate negotiations with a bidder without liability and negotiate with other bidders; and

3. Award a contract to any bidder.

11. Optional Letter of Intent

Potential applicants are encouraged to send a letter of intent to CDPH, using the contact information provided in I.A.7. Letters should be postmarked by September 21, 2015 and should include:

- Name and number of Solicitation
- Population targeted
- Budget request (approximate)
- Short description of project

Letters of intent are not binding. Those submitting a letter may elect not to submit an application.

B. 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.

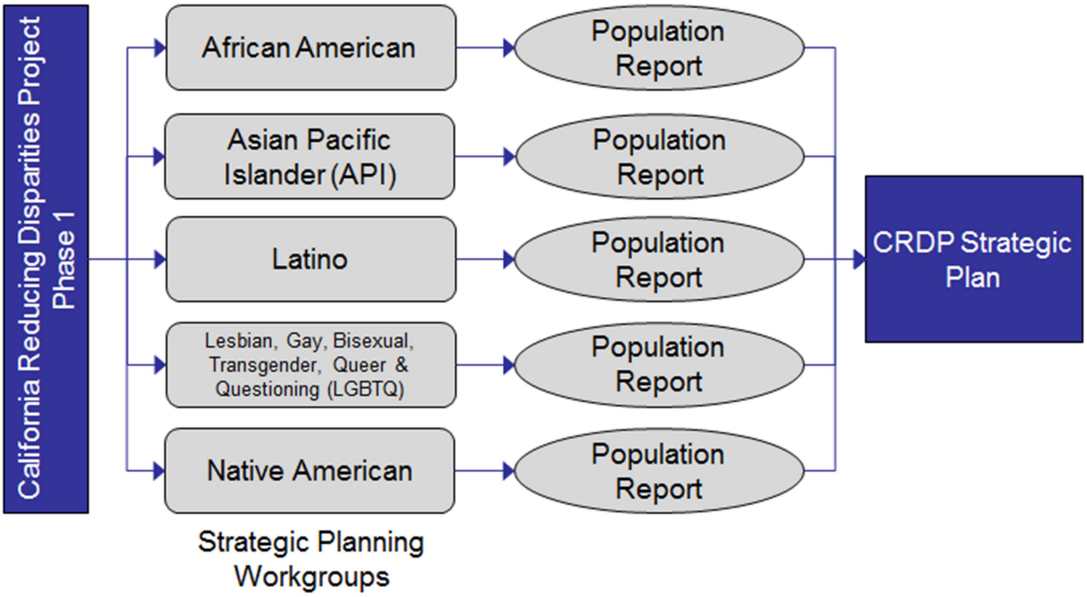
CRDP was developed and implemented before and after the dissolution of the California Department of Mental Health. The dissolution led to the elimination of the Office of Multicultural Services, where the CRDP was launched. CRDP was then moved

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:

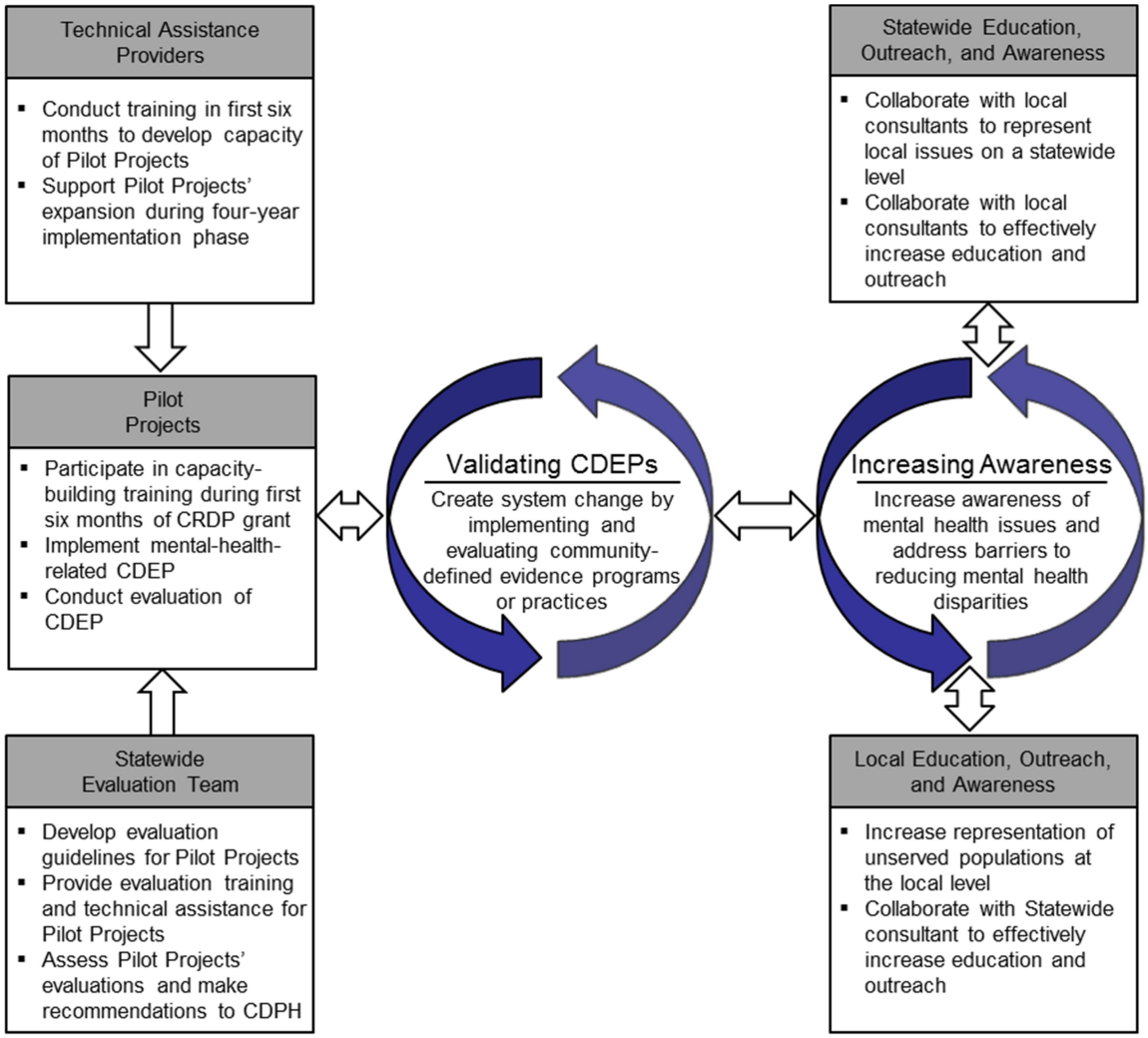
1) Individual pilot programs supported by the Statewide Evaluator and a population-specific Technical Assistance Provider will evaluate their projects to determine the effectiveness of interventions in preventing mental illnesses from becoming severe and disabling in the communities that they are serving;

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.

Native American Community

California has the nation's largest Native American population, with over 352,000 residents in the 2010 Census, with the largest portion in Los Angeles County. California's Native American population is the most diverse in the nation, with over 100 federally recognized tribes. In addition, many unrecognized tribes suffer from even greater disparities. Prior to European contact, over 500 distinct groups existed in California, speaking over 300 dialects.

Native Americans in California reside in metropolitan/urban, rural, and tribal reservation communities, all of which have unique challenges to mental health. Today, most live in urban areas and Native Americans have relatively little tribal land in California.

Summary of Mental Health Status

Federal and local policies have governed the quality of life for Native Americans over the past 400 years. These government policies never had wellness as a goal or a strategy for Native Americans. In fact, the opposite was true; federal policies were initially directed at the extermination of Native Americans through genocide, criminalization, and displacement. The reservation system was then implemented, creating a dependence on government for basic life needs such as food and clothing.

Assimilation efforts followed, displacing Native Americans, in early years into boarding schools and later into urban areas, forcing them to reject their culture and history and adapt to white society. "Kill the Indian, Save the Man" was an early motto for these efforts.

Further disparities stem from a mental health system that is an outcropping of the American mainstream culture centered on the beliefs, norms, and values of white Americans. As such, the mental health system is not equipped or trained to deal with the mental health concerns of ethnic groups.

Additionally, clinicians are rarely trained to take the stressful events of racism, discrimination, and genocide into consideration when drafting a diagnosis. Studies have shown that racism and discrimination are clearly stressful events that have physical and psychological impacts on the people who experience them, directly placing these people at increased risk for a large range of health disparities.

Summary of Native American Strategic Planning Workgroup (SPW)

The Native American SPW was led by The Native American Health Center. The 8-member Native American Strategic Planning Workgroup Advisory Committee guided the project "in a good way" and represented the project statewide. The workgroup is made up of Native American behavioral health professionals from across the state of California. The SPW met over the course of two years and gathered input from community members around the state.

American Indians and Alaska Natives in California have elevated rates of poverty, violence, substance abuse, depression, and other psychological maladies when compared to non-Hispanic whites. It is essential to understand these factors are co-occurring, meaning that a Native American person is simultaneously at risk for all of these factors, creating a potentially severe web of social and psychological risks that impact mental well-being. In addition, California Native Americans show significantly more difficulty than non-Hispanic whites when receiving or accessing mental health care.

The long history of oppression of tribal traditions and culture has had a devastating effect on the mental health of Native Americans. Many cultural practices were historically driven underground due to persecution by the dominant society. This history including colonization, outlawing indigenous tribal languages and spiritual practices, and

centuries of forced relocation, has warranted mistrust of government programs and health institutions.

The SPW highlighted 22 community-defined practices that improve behavioral health in California Native Americans and recommended four principles for alleviating disparities:

1. Respect the sovereign rights of tribes, and urban American Indian health organizations to govern themselves.
2. Support rights to self-determination for tribes and urban American Indian health organizations to determine and implement programs and practices that will best serve their communities.
3. Value Native American cultural practices as stand-alone practices, validated through community defined evidence.
4. Incorporate the use of Native American specific research and evaluation methods unique to each community.

This summary is based on the CRDP Phase 1 Native American Strategic Planning Workgroup report, “Native Vision: A Focus on Improving Behavioral Health Wellness for California Native Americans: California Reducing Disparities Project, Native American Strategic Planning Workgroup Report.” (Native Vision Project, 2012)

II. SCOPE OF WORK

A. Overview

The Native American TA Provider will directly support the Native American Capacity Building Pilot Projects (CBPPs) and the Native American Implementation Pilot Projects (IPPs). The TA Provider is expected to coordinate and work closely with the Statewide Evaluator, the Statewide and Local Education, Outreach and Awareness Consultants and CDPH staff to support the success of the Native American Pilot Projects and the CRDP as a whole.

We anticipate pilot projects will primarily be community-based organizations (CBOs). In addition, some tribal or local government entities (e.g., school districts) that directly provide CDEP services to the Native American population or subpopulations may be awarded Pilot Project Grants. CBPPs are intended to allow those CDEPs that do not have a history of successfully obtaining grants, but nonetheless have established successful CDEPs, an opportunity to participate in CRDP Phase 2.

It is essential that the Native American TA Provider have a deep understanding and demonstrable record of building trusting relationships with California’s Native American communities. In addition to providing excellent technical assistance as specified in this document, the Native American TA Provider must work with the Native American Pilot Projects in a culturally and linguistically competent manner.

The Native American TA Provider will support the CRDP pilot projects through two stages:

Stage One: Capacity Building (March – October, 2016)

Approximately three CBPPs will be selected for the Native American population. The capacity building pilot program specifically targets organizations that offer effective CDEPs but that have not typically applied for or received little grant funding in the past. The reasons behind the CBPPs' inability to secure previous grant funding are expected to vary, but may include lack of grant application skills or resources. The Native American TA Provider will provide support and assistance to help Native American CBPPs to effectively participate in CRDP Phase 2. Specifically, the TA Provider will help Native American CBPPs develop and/or refine the following:

- Support completing the requirements to become an IPP;
- Support to develop adequate organizational capacity;
- Evaluator Theory of change;
- Logic model;
- Evaluation approach, including community engagement approach;
- Evaluation plan; and
- Evaluation staffing and budget.

These documents will be submitted to CDPH for acceptance. It is the sole discretion of CDPH to determine if the documents adequately meet requirements and standards. All CBPPs that successfully complete the capacity building requirements will enter the implementation pilot program and become IPPs. It is the sole discretion of CDPH to determine if the CBPP has successfully met all requirements to advance to the implementation stage.

Stage Two: Implementation (October 2016 – January 2022)

During the Implementation Phase, the TA Providers will support the IPPs to make them more operationally efficient and effective. We anticipate that the Native American TA Provider will support approximately seven Native American IPPs. The Native American TA Provider will provide Native American IPPs with specific support in regards to the following:

- 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.

In addition, the Native American TA Provider will act as a facilitator as needed between County Mental Health Departments and IPPs to help develop an effective, cooperative working relationship over shared interests.

The Native American TA Provider will also be expected to support and work collaboratively with the other elements of CRDP Phase 2, as appropriate. The TA Provider will provide the following specific support to the other elements of CRDP Phase 2:

- Statewide Evaluator: Provide additional insight into specific cultural and linguistic needs of the CRDP Phase 2 Pilot Projects for the statewide evaluation plan, data gathering and evaluation purposes, as appropriate.
- Statewide Education, Outreach and Awareness Consultant: Provide input and support, as appropriate, to help educate and increase outreach and awareness regarding mental health issues at the statewide level.
- Local Education, Outreach and Awareness Consultant: Provide input and support, as appropriate to help educate and increase outreach and awareness regarding mental health issues at the local level.
- IPPs: Provide technical assistance focused on cultural and linguistic competence to IPPs from each of the four additional target populations. It is understood that many people are members of multiple target population groups. In particular, this includes individuals of multiple ethnic/racial backgrounds and LGBTQ populations (who are members of one or more ethnic/racial community, as well as members of LGBTQ communities). As a result, technical assistance in cultural and linguistic competence

in working with Native American populations is necessary for IPPs focused on other CRDP target populations.

In addition, the Native American TA Provider will distribute CRDP Phase 2 Technical Assistance intellectual capital, as appropriate, beyond the Pilot Projects. While the CRDP is focused on a small number of Pilot Projects, numerous other providers in California continue to play an essential role in addressing mental health disparities. The TA Provider will make training and other support materials developed for the Pilot Projects publicly available, through the internet or other appropriate manner.

The Native American TA Provider will also participate in regular meetings with CDPH staff to provide updates and coordinate implementation and management of CRDP Phase 2.

B. Deliverables

Reimbursement shall be based on the satisfactory completion of project deliverables. Each deliverable shall be reimbursed on a cost basis. The Proposer shall include in its Proposal the estimated cost of each deliverable for determination of an all-inclusive rate. Below is a list of deliverables for this proposed Contract; the Proposer is expected to add to this list to include interim products (e.g., drafts) and Proposer-defined deliverables, where specified. Details of these deliverables are included below.

With the exception of the annual peer in-person collaborative meeting and the final convening, the Native American TA Provider is responsible for all costs incurred in fulfilling the deliverables listed below, including any travel cost incurred by itself and the CBPPs/IPPs. These costs shall be covered by the cost proposal and shall adhere to state travel reimbursement policy, which is available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

CDPH-Defined Deliverables

Deliverable 1: Kickoff Meeting

The Contractor shall attend a kickoff meeting with the CDPH Contract Manager (CM). The Contractor's Project Manager (PM), Contract Administrator and Fiscal Officer shall attend this meeting to discuss the administrative, fiscal and technical aspects of this contract. Prior to the kickoff meeting, the CM will develop an agenda, which the PM may add to, as necessary. The CM will provide an agenda to all potential meeting participants. CDPH will designate the date and location of this meeting. **Contractors 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, the following:

- Administration;

- Detailed review of the scope of work, Workplan, schedule and deliverables;
- Roles and responsibilities; and
- Critical success factors and risks to successful implementation.

Deliverable 2: Monthly Progress Reports

The Contractor shall meet with CDPH staff at least monthly to report on the progress and issues related to the performance of the Contract. The progress reports must include a written narrative that includes: a summary of key activities such as technical assistance provided, outcomes and findings as a result of the activities. Key risks and issues and next steps must also be included in reports

Deliverable 3: Quarterly Collaboration Meetings

The Contractor shall meet with CDPH staff and other CRDP contractors/grant recipients at least quarterly. The purpose of these sessions is to provide mutual feedback in a collaborative, team-building fashion and collaborate on activities to the extent possible. It is anticipated that these sessions will last two hours and will be held in Sacramento one time per year and by video or teleconference three times per year.

The annual in-person collaboration meeting is expected to cover two days. Contractors are responsible for their own travel costs for this convening. TA Providers are required to schedule the specific time and location for these sessions at least 6 months in advance, during the third quarter of each contract year.

The Native American TA Provider will work with the other four TA Providers to facilitate each of the Collaboration Meetings. Virtual sessions are expected to last two hours.

The annual in-person collaborative meeting for all IPPs will be a 2-day in-person session. IPPs and contractors are responsible for their own travel costs for this convening. CDPH will be responsible for securing a location with appropriate furnishing and equipment. TA Providers are required to schedule the specific time and location for these sessions at least 6 months in advance, during the third quarter of each contract year.

Deliverable 4: Knowledge Management

In the process of supporting the Pilot Projects, the Contractor is expected to produce a number of trainings and other support materials. In addition, the Contractor may produce some intellectual capital that may be of value to community-based programs that are not participating in CRDP Phase 2 or policy makers. In order to provide support to other organizations and capture additional information that may be helpful in addressing mental health disparities, the Contractor shall catalog useful documents developed or compiled during CRDP Phase 2 and work with CDPH to establish an online resource, through which it shall make these materials available to the public.

Deliverable 5: Other Meetings/Briefings

CDPH anticipates that it will be necessary for the Native American Technical Assistance Provider to attend certain meetings to provide updates, briefings or participate in programmatic discussions with entities such as the CRDP Advisory Committee, the Mental Health Oversight and Accountability Commission and others. CDPH staff will select which meetings the Contractor shall attend to fulfill this deliverable.

The Proposer shall budget for approximately five meetings per year and a total of 25 over the course of the contract. The budget should include time and travel costs for one staff member and one travel day per meeting.

Deliverable 6: Closeout Meeting

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

Deliverable 7: Unanticipated Tasks

The State may add an additional amount in the contract for unanticipated tasks. In the event that additional work must be performed which was wholly unanticipated, and which was identified in neither the State's solicitation document nor the Vendor's bid submitted in response thereto, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work. These tasks will be billed at the Contractor's average hourly rate.

Proposer-Defined Deliverables

The Proposer is responsible for defining the specific details of the following deliverables, subject to the general construct for each deliverable provided herein. Adequately defining these deliverables will demonstrate the successful Proposer's qualifications for successfully performing the services required under this procurement.

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in the Solicitation, along with a justification for each proposed solution. The Proposer-defined deliverables should include a clear articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable the State should expect to receive. While it is understood that TA Providers will not know the specific Pilot Projects they will serve or the specific needs of those Projects, the Proposer-defined deliverables should articulate the services the Proposer

is prepared to provide, the manner in which the Proposer would provide them and the specific process for determining which services are necessary. The Proposer may also indicate any specific types of assistance that are not covered by the Proposal. The descriptions should include clear benchmarks and standards by which the Contract Manager can verify completion of each deliverable.

The Native American TA Provider will provide support to Pilot Projects in two stages. In the first stage, the Native American TA Provider will help the CBPPs develop the organizational foundation needed to move their community-defined evidence programs forward to the next stage. In the second stage, after IPP Grants have been awarded, the Native American TA Provider will support the successful implementation of Pilot Projects by supporting each organization's efforts to build capacity to provide its CDEP effectively and sustainably.

Capacity Building Support

Deliverable 8: Capacity Assessment for Each CBPP (Action Plan)

Early in the capacity building stage, the Native American TA Provider will provide a written assessment of each Native American CBPP's strengths and limitations in meeting the requirements to advance to the implementation stage. We expect this to be an on-site/in-person collaborative process through which the Native American TA Provider and the CBPP will work to identify any current gaps that would impede the CBPP's ability to move forward to the Implementation stage. Each CBPP and the Native American TA Provider will mutually agree upon an Action Plan that will satisfy the needs of the CBPP process.

The Action Plan shall be focused on fulfilling the requirements of advancing to the IPP stage.

As part of the assessment, the Native American TA Provider shall provide CDPH with periodic candid review of key risks and an overall evaluation as to whether the CBPP is expected to be able to meet all program requirements within the specified timeframe.

Deliverable 9: Capacity Building Plan for Each CBPP

Based on its assessment of the Native American CBPP, the TA Provider will develop an individual Capacity Building Plan for each Native American CBPP to meet the requirements to advance to the implementation stage. The Capacity Building Plan will be implemented through Deliverable 10. The Capacity Building Plan is a detailed supplement to the Action Plan, developed in Deliverable 8. The Action Plan covers the goals and broad strategies which will drive capacity building efforts for each CBPP as well as a logic model, indicating how and why it will achieve the intended results. The Capacity Building Plan will function as the detailed workplan from which the Native

American TA Provider will operate and will be tailored to the unique needs of each CBPP.

The Capacity Building Plan should include the topics to be covered, a schedule, estimated resource requirements, key tasks and activities and deliverables. In addition, the Capacity Building Plan should include a discussion of risks and means of addressing the risks, as well as articulate how progress will be monitored to ensure that the requirements are met in a timely fashion. The Capacity Building Plan must be realistic and achievable and mutually agreed to by the participating CBPP and the Native American TA Provider.

The TA Provider is responsible for effectively fulfilling the deliverables described in this Solicitation and in its Proposal. While it is anticipated that doing so 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.

Deliverable 10: CBPP Technical Assistance and Training

It is expected that CBPPs may have varying levels of competence and capability. The Contractor shall develop individualized, in-depth, introductory-level training programs and/or technical assistance to address the needs outlined in each individual CBPP assessment. The Proposer shall specify how it proposes to deliver the training, including the format of the trainings (i.e., in-person, via webinar, or other), the structure of the trainings (i.e., individual, small groups or large groups), as well as the duration of each training session. In person, individual trainings are preferred, however, the Proposer must account for the cost of travel in its bid. Budgeting must adhere to state travel reimbursement policy, available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Pilot Projects will be located across the state.

The Native American TA Provider shall provide ongoing technical assistance throughout the funding period. This will include ad hoc assistance as needs arise. In addition, it will entail providing ongoing feedback and support to ensure that all capacity building elements addressed in earlier trainings are successfully completed. This deliverable shall include, but is not limited to, a combination of planned review and feedback encounters, as well as providing other types of support on an as-needed basis.

The Proposer shall also list all training faculty and their qualifications to provide training and technical assistance in a linguistically and culturally competent manner. Moreover, the Proposer shall specify how it plans to validate whether the CBPP has fulfilled the planned growth and development.

Implementation Support

Deliverable 11: IPP Assessment

Early in the Implementation stage, the Native American TA Provider shall provide a written assessment of each Native American IPP's organizational strengths and limitations in effectively and efficiently providing its CDEP. For CBPPs that have advanced to IPP status, this assessment will be broader than the CBPP assessment, which was focused on steps needed to advance to IPP status. We expect this to be a collaborative process, through which the Native American TA Provider and the IPP will work to identify any current gaps. Each IPP and the Native American TA Provider will mutually agree upon an Action Plan that will satisfy the needs of the IPP process.

This Action Plan shall include an assessment of and strategies to strengthen the IPP's:

- 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.

The IPP Assessment shall be reviewed and updated annually throughout the four-year Implementation period.

Deliverable 12: IPP TA and Training Plan

Based on its assessment of the Native American IPP, the TA Provider will develop an individual IPP TA and Training Plan for each Native American IPP to more effectively provide services through its CDEP. The IPP TA and Training Plan will be implemented through Deliverable 13. The IPP TA and Training Plan is a detailed supplement to the Action Plan developed in Deliverable 11. The Action Plan covers the goals and broad strategies which will drive TA efforts for each IPP as well as a logic model, indicating how and why it will achieve the intended results. The IPP TA and Training Plan will function as the detailed workplan from which the Native American TA Provider will operate and will be tailored to the unique needs of each IPP.

Each IPP TA and Training Plan should include the topics to be covered, a schedule, estimated resource requirements, key tasks and activities and deliverables. In addition, the IPP TA and Training Plan should include a discussion of risks and means of addressing the risks and articulate how progress will be monitored to ensure that the requirements are met in a timely fashion. The IPP TA and Training Plan must be realistic and achievable and mutually agreed to by the participating IPP and the Native American TA Provider.

The TA Provider is responsible for effectively fulfilling the deliverables described in this Solicitation and in its Proposal. However, the IPPs are solely responsible for meeting requirements of the IPP Grants.

Deliverable 13: IPP Technical Assistance and Training

The Contractor shall develop individualized, in-depth, introductory-level training programs and/or technical assistance to address the needs outlined in each individual IPP assessment. The Proposer shall specify how it proposes to deliver the training, including the format of the trainings (i.e. in person, via webinar, or other), the structure of the trainings (i.e. individual, small groups or large groups), as well as the duration of each training session. In person, individual trainings are preferred, however, the Proposer must account for the cost of travel in its bid. Budgeting must adhere to state travel reimbursement policy, available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Pilot Projects will be located across the state.

The Native American TA Provider shall provide ongoing technical assistance throughout the funding period. This will include ad hoc assistance as needs arise. In addition, it shall entail providing ongoing feedback and support to ensure that all capacity building elements addressed in Deliverable 11 are successfully completed. This deliverable shall include, but is not limited to, a combination of planned review and feedback encounters, as well as providing other types of support on an as-needed basis.

The Proposer shall also list all training faculty and their qualifications to provide training and technical assistance in a linguistically and culturally competent manner. Moreover, the Proposer shall specify how it plans to validate whether the IPP has fulfilled the planned growth and development.

Deliverable 14: Cross-Population Technical Assistance and Training

In addition, it is understood that many people are members of multiple target population groups. In particular, this includes individuals of multiple ethnic/racial backgrounds and LGBTQ persons (who are members of one (or more) ethnic/racial community, as well as members of LGBTQ communities). To address this, the Native American TA Provider shall provide technical assistance focused on cultural and linguistic competence to each of the 28 IPPs serving the four additional target populations. If necessary, the Native American TA Provider shall support the other TA Providers to ensure Cross-Population Technical Assistance provided to the Native American IPPs is culturally and linguistically competent.

In preparation for this, each TA Provider shall prepare an assessment on its own cross-population needs based on the demographics of the pilot projects they are serving. Once approved by CDPH, the TA Provider shall communicate their needs to the appropriate TA Providers.

Deliverable 15: CRDP Phase 2 Pilot Project Evaluation Population Guidelines and Support

Each Pilot Project will develop evaluations of their own program, focusing on the unique needs of the project and the community they are serving. Upon receiving guidelines by the Contractor and the Statewide Evaluator, the pilot projects will revise their evaluations with technical support from the Contractor. To support these efforts and develop a minimum level of consistency across the Implementation Pilot Projects, the Contractor shall develop Evaluation Population Guidelines. Guidelines shall be focused on three critical factors: 1) Fulfilling the requirement for effectively incorporating community stakeholders in the full evaluation process; 2) Ensuring the evaluation is culturally and linguistically appropriate for the individuals that will be served by the population, including addressing any cross-population issues; 3) Ensuring the timeline is compatible with the Contractor’s need to coordinate technical assistance across seven IPPs; and 4) Ensuring the IPPs implement the Statewide Evaluator’s Guidelines in a manner that is culturally and linguistically appropriate.

It is anticipated that there will be a tension between the need to balance specific, uniform guidelines with flexibility to allow IPPs to evaluate their programs in the most appropriate manner for their community. The Proposer should detail how it proposes to balance these conflicting needs.

In addition, the Contractor shall provide the Statewide Evaluator with written feedback and specific suggested improvements on the Draft Evaluation Plan within sixty (60) days of the Statewide Evaluator's contract execution. This feedback shall focus on areas of cultural and linguistic competence and other factors that are specific to the Native American IPPs.

Deliverable 16: Final Convening

The Statewide Evaluator is responsible for funding, planning, coordinating and convening a public conference to discuss CRDP, CDEPs and results from the CRDP Phase 2 Pilot Projects. The purpose of the conference will be to present the research findings on community-defined evidence practices with respect to CRDP Phase 2. At the conference, separate presentations will be made on research findings concerning each of the five target and select IPPs.

The Native American TA Provider shall be responsible for preparing and delivering a presentation on the Native American IPPs and inviting researchers and community stakeholders.

III. QUALIFICATIONS

A. Minimum Qualifications

The TA Provider's team must possess the following qualifications:

1. A minimum of two years providing comparable technical assistance support to community-based organizations serving the Native American population in California. Experience includes both paid and unpaid examples.
2. Experience operating and managing a project with an annual budget of $200,000 or greater.
3. Organization has an established headquarters or other office in California.

B. Desired Qualifications

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

1. Proposer has significant understanding and direct experience working with California's Native American population and subpopulations in a culturally and linguistically competent manner.
   a. Subpopulations, include but are not limited to age, gender, sexual orientation, gender identity, immigration status, national origin and origin language
2. Proposer has extended experience providing comparable technical assistance support to community-based organizations serving the Native American population in California.
3. Proposer has significant experience delivering the following technical assistance services to community based organizations. TA Providers are expected to provide administrative, programmatic and evaluation assistance and providers should be able to substantiate experience providing all aspects of the following:
   a. Board development, including selection, recruitment and governance, as appropriate;
   b. Resource development, including partnership development, marketing, fundraising and grant writing, as appropriate;
   c. Business development, including financial, human resources, information technology and program management, as appropriate;
   d. Regulatory compliance, including HIPAA, as appropriate;
   e. Other core operational requirements, as identified;
   f. Community outreach and engagement;
   g. Marketing and promotion, including development of collateral materials;
   h. Program development;

i. Continuous quality improvement strategies;

j. Evaluation planning, design and implementation;

k. Data collection, including measurement of baseline;

l. Engaging community members in the evaluation process;

m. Seeking recognition as an evidence-based practices or programs;

n. Hiring an appropriate evaluator;

o. Refining a program evaluation budget; and

p. Obtaining Institutional Review Board approval of research protocols, as necessary.

4. Proposer has significant experience acting as a facilitator between CBOs that serve the Native American population and government entities, including, but not limited to:

   a. Building relationships and trust;

   b. Facilitating communication; and

   c. Translating between different languages and methods of communication

   d. Recognizing the unique nature of this project, the Proposer may meet this requirement by demonstrating significant experience working with government entities and significant experience supporting CBOs that serve the Native American population in working through a complex process.

5. Proposer has significant experience working with mental health service providers.

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.

IV. Response to Solicitation

A. Required Format for a Proposal

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. Pages must be numbered, sections titled and printed back-to-back on 8½ x 11-inch paper with a minimum of one-inch margins. Binders are preferred.

B. Number of Copies

Proposers must submit the original and seven (7) print copies as well as an electronic copy on compact disc.

C. Packaging and Labeling

The original and copies must be labeled "Solicitation #15-10611: Native American Technical Assistance Provider" and include the title of the proposal:

Section 1, Administrative Section

Section 2, Technical Section

Section 3, Cost Proposal

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

Person's Name Phone # Proposer's Name Street Address City, State, Zip Code	
	Solicitation #15-10611 Renee Wright P.O. Box 997377, MS 0022 Sacramento, CA 95899-7413

D. Preferred Method for Delivery

A Proposer may deliver a proposal by:

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

Proposals 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.A. Proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this policy. **Postmark dates of mailing are not acceptable in whole or in part, under any circumstances**.

E. Organization of Proposal

Section 1, Administrative Section

Cover Letter (1 page maximum: Must be signed by an officer of the firm submitting the Proposal 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 Proposal is true and correct and that the proposal is binding, including subcontractors for 365 days from submission.)
Table of Contents
Attachment 1, Required Attachment / Certification Checklist
Attachment 2, Business Information Sheet
Attachment 3, Population Letters of Support
Attachment 4, References
Attachment 5, Staffing Worksheet
Attachment 6, CCC 307 – Certification
Attachment 7, Payee Data Record
Attachment 8, Darfur Contract Act
Attachment 9, Iran Contracting Certification

Attachment 10a, Non-Small Business Subcontractor Preference Request and
Attachment 10b, Small Business Subcontractor/Supplier Acknowledgement
Attachment 11, Contractor Information Form
Businesses - Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required, if applicable.
Corporations - Either a copy of the Certificate of Status issued by California's Office of the Secretary of State **or** a copy of the firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied, if applicable.
Nonprofit Organizations - A copy of a current IRS determination letter indicating nonprofit or 501 (c)(3) tax exempt status, if applicable.

Section 2, Technical Section

i. Proposer-Defined Deliverables (15-Page Maximum)

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in this Solicitation and a justification for the proposed solution. The Proposer-defined deliverables should include a clear articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable and the tangible deliverable the State should expect to receive. The descriptions should include clear benchmarks and standards by which the Contract Manager (CM) can verify completion of each deliverable.

Proposer-Defined Deliverables should describe what specific deliverables the Proposer would provide under this contract, while the Workplan should include the specific step-by-step process describing how the deliverables would be completed.

ii. Workplan (Narrative: 10-Page Maximum, Supporting Tables and Appendices: No Page Limit)

Describe the Proposer's approach to providing services listed in the Scope of Work, highlighting any outstanding features. Include any tasks, milestones and/or sub-deliverables that will guide implementation of all deliverables.

The Workplan shall include clearly specified due dates and costs for each deliverable.

At its discretion, Proposer may include tables to help illustrate its Workplan.

iii. Proposer and Personnel Qualifications (10-Page Maximum, Supporting attachments: No Page Limit)

1. Describe the organizational structure of the Proposer. Provide an organizational chart of the entire contract team.

   Proposer should include responsibilities for all identified staff and lines of communication with CDPH and other contractors.

2. Identify the location of the Proposer's and Subcontractor's, if applicable, headquarters and satellite office(s) and proposed methods of minimizing travel costs to the State.

3. Provide a short description of the Proposer's firm and key members of the team addressing required and desired qualifications, as described in Section III. Qualifications. Include a resume for each key team member as an appendix. Describe the relationship between the Proposer and Subcontractor(s) on your team, if relevant. Indicate any history of a working relationship between the team members, noting any significant success stories.

4. Identify a primary contact person for Proposer and Subcontractor(s), as applicable.

iv. Population Letters of Support

The Proposer must submit three letters of support regarding the Proposer's commitment to and understanding of California's Native American population. At least two letters must come from community-based organizations serving the Native American population. The third may come from a community member or a community-based organization. The letters submitted must provide insight into the respondent's experience and commitment to working with California's Native American populations, especially on projects or strategies to reduce mental health disparities. The letters must cite specific works and/or projects and impact on the communities that they served. CDPH reserves the right to contact the contact for validation purposes. CDPH will not assign points for letters that cannot be validated. Proposers who submit more than three letters will not glean additional points. Only the first three letters included in the response will be compared.

v. Reference

The Proposer shall complete the Reference Form (Attachment 4). The proposer shall provide three references from work similar in scope and completed during the past three years. At least one reference must be for a project that included an evaluation component, performed by the Proposer. CDPH reserves the right to contact the reference for validation purposes. CDPH will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

vi. Subcontractors

If subcontractors are contemplated, the Proposal must address the following information:

1. Identify the persons or firms.
2. Specify the portions and monetary percentages of the work to be done by the subcontractors.
3. How were the subcontractors selected and why?
4. Attach resume for each major subcontract participant.
5. Describe how subcontracted work will be controlled, monitored and evaluated.

Section 3, Cost Proposal

The Proposer must submit information on the attached Cost Form (Attachment 12) and will be deemed the equivalent of a formal Proposal submission under the Public Contract Code 10344. Costs shown must reflect the actual costs that will be charged if the Proposer is awarded a contract under this Solicitation.

Proposer may expand the form to include a larger number of project roles and/or subdeliverables, as appropriate.

Proposer shall include funds for unanticipated tasks, which shall be billed at the listed hourly rate for each role. Proposer shall budget 5% of total base project cost or $100,000, whichever is less, for unanticipated tasks.

> For example, if the total project cost before budgeting for unanticipated costs is $1,000,000, add $50,000 ($1,000,000 x 5%), for a total cost of $1,050,000.

NOTE: The information provided on these forms will **<u>not</u>** be kept confidential.

The total costs entered on this form will become a part of the final Contract. The amounts stated in the Cost Form will be the maximum amount ("shall not exceed" amount) allowable and shall not be increased during the term of the Contract. Contractor will be reimbursed upon completion of and invoicing for each deliverable identified.

V. Scoring Process and Criteria

A. About this Section

This section explains how the Proposal shall be scored. It describes the review stages, preference points and scoring of all Proposals. Each Proposal will be reviewed and scored based on its response to the information requested in this Solicitation.

During the review and selection process, CDPH may interview a Proposer either by telephone or in person at CDPH for the purpose of clarification and verification of information provided in the Proposal.

B. Proposal Scoring

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

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

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

Stage Two: Scoring of Technical Proposal (160 points of total score)

Proposals passing Stage One will be submitted to the Scoring Committee to be scored based on the Scoring Criteria in this section.

Components that are scored Pass/Fail will be reviewed first. If the Proposal receives a Fail on any component, it will be disqualified and eliminated from further review.

Proposer will be scored based on their ability to perform the work required for the deliverables and Workplan included in its Proposal. The Scoring Committee may, at its discretion, seek clarification of any point in the written Technical Proposal through a clarification interview with the Proposer. Proposals must attain a minimum score of 115 points in Stage Two to continue to Stage Three.

Stage Three: Scoring of Cost Proposal (70 points of total score)

Proposals that pass the scoring criteria in Stage Two will have their Cost Proposal evaluated. All Preferences will be applied, if applicable.

Components that are scored Pass/Fail will be reviewed first. If the Proposal receives a Fail on any component, it will be disqualified and eliminated from further review.

The Contract will be awarded to the responsible Proposer meeting the requirements outlined in Stage One, who provides the best value to the State, with the highest combined score between Stages Two and Three, after application of the Preference Points (See Section V.C. Preference Points).

C. Preference Points

A Proposer may qualify for non-technical preference points such as Small/Micro Small Business and Non-Small Business. Each qualifying Proposer passing the minimum technical evaluation will receive the applicable preference points.

a. <u>Small / Microbusiness</u>

Proposers who qualify as a State of California certified small business or who self-certify under the Federal Government statutes as a small business will receive five percent (5%) preference points based on the highest responsible Proposer total score if the highest scored Proposal is submitted by a business other than a certified small business. Proposer qualifying for this preference must submit their Small Business Certification.

b. <u>Non-Small Business</u>

Government Code Section 14838(b)(2) also provides for a non-small business preference. The preference to a non-small business Proposer that commits to small business or micro-business subcontractor(s) participation shall receive a preference of up to a maximum of five percent (5%) of the highest responsive, responsible Proposer's total score. The preference shall be equal to the percentage of the net price the Proposer has committed to small business or micro-business subcontractor(s). A non-small business, which qualifies for this preference, may not take an award away from a certified small business. The small business regulations are located at Section 1896 et seq., Title 2, California Code of Regulations. Proposers qualifying for this preference must document the small business status of all subcontractors(s) and submit all applicable Small Business Certifications, issued by the Department of General Services.

D. Scoring Criteria

Mandatory requirements are scored as Pass/Fail. Scored requirements are scored based on a percentage of points possible for the specific requirement(s) being scored. In assigning points for individual rating factors, raters may consider factors including, but not limited to the following:

a) Extent to which a Proposal is lacking information, lacking depth or breadth, or lacking significant facts and details; and/or,

b) Extent to which a Proposal is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies; and/or,

c) Extent to which a Proposal response demonstrates that the Proposer understands CDPH's needs, the service sought, and the Proposer's responsibilities; and/or,

d) Extent to which a Proposal response illustrates the Proposer's capacity to perform all services and meet all scope of work requirements; and/or,

e) Extent to which a Proposal response, if implemented, will contribute to the achievement of CDPH's goals and objectives; and/or,

f) Extent to which a Proposal demonstrates the Proposer's capacity, capability, and commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

Percentages and their corresponding criteria are described in each of the following sections. If this Proposal reflects the efforts of a prime Contractor and subcontractor(s), responses should be inclusive of the partner agencies and individuals.

The entire scoring process from receipt of Proposals to the posting of the Notice of Proposed Award is confidential.

The identity of the Scoring Committee will be kept confidential during the selection process. CDPH reserves the right to solicit technical input from other internal and external sources. The Scoring Committee will utilize this technical input during the evaluation of the Proposals. The Proposals will be reviewed in three stages, as described above.

The maximum point values for the following sections are as follows:

i.	Technical Proposal	160 points
	1. Proposer and Personnel Qualifications	60 points
	2. Population Letters of Support	20 points
	3. References	20 points
	4. Approach and Workplan	30 points
	5. Proposer-Defined Deliverables	30 points
ii.	Cost Proposal	70 points

Scoring of Technical Proposal

1. Proposer and Personnel Qualifications (60 points)

Points will be assigned based on the strength of the Proposer qualifications submitted by the Proposer. A maximum of 60 points are available for this evaluation element.

The Proposer must submit a description of the Proposer Qualifications and experience that includes prior engagements similar in scope or complexity to the SOW and should not exceed 10 pages. In addition, the Proposer shall, provide resumes of all key staff that will be assigned to the project. An acceptable resume shall not be longer than 2 pages and shall include:

a. Staff member's title.
b. Staff member's education.
c. Applicable credentials and/or certifications.
d. Current work history.
e. Sufficient detail in the resume to allow CDPH to verify the experience cited.
f. Current and past employer's names.
g. Start and end dates of current and prior work.

The Proposer Qualifications will be scored in accordance with the following standards:

Proposer Qualifications (Mandatory)	**Pass/Fail**
Description of Proposer Services, Experience, Expertise and Activities	
Three (3) references	
Organizational Chart with Project Manager, and Key Personnel	
Proposer Qualifications (Desirable)	**Maximum Score**
Proposer experience working with Native American population and subpopulations in California	15 points
Proposer has extended experience providing comparable technical assistance support to community-based organizations serving the Native American population in California.	5 points
Proposer has experience providing comparable administrative, programmatic and evaluation technical assistance to California community based organizations	10 points
Proposer allocates staff with experience skills and abilities needed to perform the work described in the SOW and can describe the background, qualifications	5 points

and experience of these staff	
Proposer has significant experience acting as a facilitator between CBOs that serve the Native American population and government entities	5 points
Proposer has significant experience working with mental health service providers.	15 points
Proposer provides an organization chart showing effective lines of authority and performance accountability mechanisms	5 points
Total	60 points

2. Population Letters of Support (20 points)

The Proposer must submit three letters of support regarding the Proposer's commitment to and understanding of California's Native American population. The letters submitted must provide insight into the respondent's experience and commitment to working with California's Native American populations. The letters must reference specific works and/or projects and impact on the communities that they served. CDPH reserves the right to contact the reference for validation purposes. CDPH will not assign points for letters that cannot be validated. Respondents who submit more than three letters will not glean additional points. Only the first three letters included in the response will be compared.

The Letters of Support will be scored in accordance with the following standards:

Proposer Qualifications (Mandatory)	**Pass/Fail**
Three (3) Letters of Support	
Proposer Qualifications (Desirable)	**Maximum Score**
Letters validates experience working with Native American population and subpopulations in California and provides understanding of customer value for a sustained period of time	15 points (5 points/each letter of support)
Letter documents impact of specific works and/or projects on the populations served	5 points
Total	20 points

3. References (20 points)

The Proposer must submit three references for work similar in size and scope using the form provided in Attachment 4. CDPH reserves the right to contact the reference for validation purposes. CDPH will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

The References will be scored in accordance with the following standards:

Reference (Mandatory)	**Pass/Fail**
Three (3) References for work similar in size and scope	
Reference (Desirable)	**Maximum Score**
Ability of Proposer to complete specified scope of work within time and within budget of proposal	15 points (5 points/each reference)
Ability of Proposer to provide superior deliverables and services	5 points
Total	20 points

4. Approach and Workplan (30 points)

The Proposer shall describe its approach and provide a detailed Workplan and timeline to meet the requirements specified in the SOW. The timeline will provide a step-by-step account of how the Proposer plans to complete each deliverable, including hours required from each key team member. The Workplan will mirror the steps outlined in the timeline, providing additional detail on how each step will be accomplished and how external inputs (from CDPH or other contractors) will be required for its completion.

In preparing its response, the Proposer must adhere to these General Requirements for the Proposal:

a. Ensure the Proposal is well-organized, comprehensive, logical and technically sound;
b. Include clear and distinctive explanations; and

c. **Do not just provide a repeat of the Solicitation requirements**, but demonstrate a well thought out approach to meeting the requirements of the Solicitation.

The approach and Workplan will be scored in accordance with the following standards. The standards are presented as benchmarks. Proposals will be scored on a range between these standards:

Table 5.1
Workplan Scoring

	Fully meets or exceeds requirements	Barely meets requirements	Partially fails to meet requirements	Wholly fails to meet the requirements.
Workplan (30 Points)	30 Points	23 Points	15 Points	0 Points

5. Proposer-Defined Deliverables (30 points)

The Solicitation specifies 16 high-level deliverables. The scope of seven of these deliverables is defined by the Solicitation. The remaining Proposer-Defined Deliverables are scored in this section.

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in the Solicitation. The Proposer-Defined deliverables should include a clear and detailed articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable and the tangible deliverable the State should expect to receive. The descriptions should include clear benchmarks and standards by which CDPH can verify appropriate completion of each deliverable.

i. Deliverable 8: Capacity Assessment for Each CBPP (3 Points)

Proposer shall describe in detail its proposed approach to provide a thorough assessment of the needs of each CBPP. The plan must include an assessment of each of the required capabilities and an assessment of the CBPP's key risks and ability to meet program requirements within the specified timeframe.

ii. Deliverable 9: Capacity Building Plan for Each CBPP (3 Points)

Proposer shall describe in detail its proposed approach to develop and implement detailed plans that include a schedule, estimated resource requirements, key tasks

and activities and deliverables. The Capacity Building Plan includes a mechanism for discussion of risks and means of addressing the risks and articulates how progress will be monitored to ensure that the requirements are met in a timely fashion. The Capacity Building Plan is realistic and achievable.

iii. Deliverable 10: CBPP Technical Assistance and Training (5 points)

Proposer shall describe in detail its proposed approach regarding its plans to provide effective Capacity Building trainings and ongoing support for each CBPP. This deliverable will be scored based on a holistic assessment of the Proposer's plan and its ability to effectively build capacity of CBPPs, meeting their unique needs and operating in a culturally and linguistically competent manner.

iv. Deliverable 11: IPP Assessment (3 points)

Proposer shall describe in detail its proposed approach to provide a thorough assessment of the needs of each IPP. The plan includes an assessment of Administrative, Business/Programmatic Development and Sustainability and Regulatory Compliance capabilities and a vehicle for assessing other technical assistance that IPPs may require. The plan includes an effective mechanism for annual review and update.

v. Deliverable 12: IPP TA and Training Plan (3 points)

Proposer shall describe in detail its proposed approach to develop individual implementation plans for each IPP, reflecting the assessments completed in Deliverable 10. The plan addresses each of the required capacities and includes adequate flexibility to incorporate additional capacity needs that may be identified in Deliverable 11. The plan includes an effective mechanism for annual review and update.

vi. Deliverable 13: IPP Technical Assistance and Training (5 points)

Proposer shall describe in detail its proposed approach to provide effective TA and ongoing support for each IPP. This deliverable will be scored based on a holistic assessment of the Proposer's plan and its ability to effectively build capacity of IPPs, meeting their unique needs and operating in a culturally and linguistically competent manner.

vii. Deliverable 14: Cross-Population Technical Assistance and Training (3 points)

Proposer shall describe in detail its proposed approach to provide technical assistance focused on cultural and linguistic competence to IPPs from each of the four additional target populations. The Proposer shall include sufficient benchmarks

and standards to ensure delivery and accountability. The Proposer shall include a credible justification for the scope of the deliverable.

viii. Deliverable 15: CRDP Phase 2 Pilot Project Evaluation Population Guidelines and Support (2 points)

Proposer shall provide detailed description of approach to establishing benchmarks and standards to ensure completion and accountability.

ix. Deliverable 16: Final Convening (3 points)

Proposer shall describe in detail its proposed approach solutions to participate and organize Native American IPPs in a final convening that will serve as a showcase of CDEPs and highlight their potential to create system change. The Proposer shall include sufficient benchmarks and standards to ensure delivery and accountability. The Proposer shall include a credible justification for the scope of the deliverable.

Each Proposer defined deliverable will be scored in accordance with the following standards. The standards are presented as benchmarks. Proposals will be scored on a range between these standards:

Table 5.2
Deliverables Scoring

	Fully meets or exceeds requirements	Barely meets requirements	Partially fails to meet requirements	Wholly fails to meet the requirements .
Deliverable 8: Capacity Assessment for Each CBPP (3 Points)	3 Points	2 Points	1 Point	0 Points
Deliverable 9: Capacity Building Plan for Each CBPP (3 Points)	3 Points	2 Points	1 Point	0 Points
Deliverable 10: CBPP Technical Assistance and Training (5 points)	5 Points	4 Points	2 Points	1 Point
Deliverable 11: IPP Assessment (3 points)	3 Points	2 Points	1 Point	0 Points
Deliverable 12: IPP TA and Training Plan (3	3 Points	2 Points	1 Point	0 Points

points)				
Deliverable 13: IPP Technical Assistance and Training (5 points)	5 Points	4 Points	2 Points	1 Point
Deliverable 14: Cross-Population Technical Assistance and Training (3 points)	3 Points	2 Points	1 Point	0 Points
Deliverable 15: CRDP Phase 2 Pilot Project Evaluation Population Guidelines and Support (2 points)	2 Points	1 Point	0 Points	0 Points
Deliverable 16: Final Convening (3 points)	3 Points	2 Points	1 Point	0 Points

Scoring of Cost Proposal

Cost Proposal (70 points)

The Cost Proposal should include a completed Cost Form (Attachment 12). The Cost Form must identify the costs required to complete the deliverables as outlined in the SOW.

Scoring Criteria:

i. The hourly rates and total hours are reasonable and appropriate to complete each task outlined in the submitted Workplan. (Pass/Fail)

ii. The total costs are consistent with the Workplan. (Pass/Fail)

iii. The total cost allocations are appropriately and adequately justified. (Pass/Fail)

iv. Cost review (70 points)

- The Proposer with the lowest cost shall be awarded 70 points
- For all other Proposers, the total cost of the lowest Proposer shall be divided by the total cost of that Proposer and multiplied by 70 points. For example, if the total cost of the lowest cost Proposer is $900,000 and the cost of another Proposer is $1,000,000, the result would be: 900,000/1,000,000 * 70 = 63 points
- Proposers that include a certified small business will receive additional bonus points, as outlined in Section V.C. Preference Points.

VI. ADMINISTRATION

A. Solicitation Defined

The competitive method used for this procurement of services is a Solicitation. A Proposal submitted in response to this Solicitation will be scored and ranked based on the Scoring Criteria. Every Proposal must establish in writing the Proposer's ability to perform the Solicitation tasks.

B. Important Administrative Details

Cost of Developing Proposal

The Proposer is responsible for the cost of developing a Proposal. This cost cannot be charged to the State.

Confidential Information

CDPH CRDP will not accept or retain any Proposals that are marked confidential in part or in their entirety and Proposers are strongly discouraged from requesting confidential treatment for any of the information contained in a submission.

C. "Commercially Useful Function" Requirements for Certified Small Business or Microbusiness

A certified small business or Microbusiness shall provide goods or services that contribute to the fulfillment of the contract(s) requirements by performing a **commercially useful function (SB/MB)**.

A Contractor(s), subcontractor(s) or supplier(s) will not be considered to perform a **commercially useful function** if the Contractor's, subcontractor's or supplier's role is limited to that of an extra participant in a transaction, contract(s) or project through which funds are passed in order to obtain the appearance of small business, Microbusiness or DVBE participation.

Certified Small/Microbusiness and Non-Small Business Information

Definition

1. **Small business** means a business certified by the Office of Small Business Disabled Veteran Certification (OSDC) in which:

   i. The principal office is located in California.

   ii. The officers are domiciled in California.

   iii. The business is independently owned and operated.

   iv. The business, with any affiliates, is not dominant in its field of operation.

   v. And either:

a. The business, together with any affiliates, has 100 or fewer employees and average annual gross receipts of $12,000,000 or less over the previous three years or

b. The business is a manufacturer with 100 or fewer employees.

2. **Microbusiness** means a small business certified by OSCD in which:

i. The principal office is located in California.

ii. The officers are domiciled in California.

iii. The business is independently owned and operated.

iv. The business, with any affiliates, is not dominant in its field of operation.

v. And either:

a. The business, together with any affiliates, has 25 or fewer employees and averages annual gross receipts of $2,750,000 or less over the previous three years or

b. The business is a manufacturer with 25 or fewer employees.

3. **Commercially Useful Function for Small Business**

A certified Small Business or Microbusiness shall provide goods or services that contribute to the fulfillment of the contract(s) requirements by performing a "commercially useful function" defined as follows: 1) is responsible for the execution of a distinct element of the work of the contract(s); 2) carries out its obligation by actually performing, managing or supervising the work involved; 3) performs work that is normal for its business services and functions; and, 4) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Small Business or Microbusiness Contractor, subcontractor or supplier is not performing a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract(s) or project through which funds are passed in order to obtain the appearance of Small Business or Microbusiness participation. (Government Code Section 14737(d)(4); Military & Veterans Code section 999(e)(2); Title 2 California Code of Regulations section 1896.61(l)).

D. Solicitation Cancellation and Amendments

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

1. Cancel this Solicitation;
2. Amend this Solicitation as needed; or,
3. Reject any or all Proposals received in response to this Solicitation

If the Solicitation is amended, CDPH CRDP will send an Addendum to all parties who requested the Solicitation and will also post it on BidSync.

Errors

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the Solicitation, the Proposer shall immediately notify CDPH CRDP of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the Solicitation, without divulging the source of the request for clarification. CDPH CRDP shall not be responsible for failure to correct errors.

No Contract Until Signed and Approved

No agreement between CDPH CRDP and the successful Proposer is effective until the contract is signed and approved by CDPH.

Contract Amendment

The Contract under this Solicitation may be amended by mutual consent of CDPH CRDP and the Contractor.

E. Modification or Withdrawal of Proposal

A Proposer may, by letter to the Contact Person at CDPH CRDP, withdraw or modify a submitted Proposal before the deadline to submit proposals. Proposal cannot be changed after that date and time. A Proposal cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the Solicitation: “This proposal and the cost estimate are valid for 60 days.”

F. Immaterial Defect

In its sole discretion, CDPH may waive any immaterial defect or deviation contained in a Proposer’s proposal. CDPH’s waiver shall in no way modify the proposal or excuse the successful Proposer from full compliance.

G. Grounds to Reject a Proposal

A Proposal shall be rejected if:

1. It is received after the exact date and time set for receipt of Proposals pursuant to Public Contract Code, Section 10344.
2. It is lacking a properly executed CCC 307 (Attachment 5).
3. It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Proposer.
4. The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition or capability is a requirement of this Solicitation.

5. There is a conflict of interest as contained in Public Contract Code Sections 10410-10412 and/or 10365.5.
6. It contains confidential information.
7. It is unsigned.

A Proposal may be rejected if:

1. It is not prepared in the mandatory format described.
2. The firm or individual has submitted multiple Proposals for this Solicitation.
3. It does not literally comply or it contains caveats that conflict with the Solicitation and the variation or deviation is not material or it is otherwise non-responsive.

H. 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	Hand Delivery or Overnight Express
ATTN: Dispute Native American Technical Assistance Provider California Department of Public Health Office of Health Equity P.O. Box 997377, MS Code 0022 Sacramento, CA 95899-7420	ATTN: Dispute Native American Technical Assistance Provider 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.

I. Disposition of Proposals

1. Upon proposal opening, all documents submitted in response to this Solicitation will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the CDPH.

J. Agreement Requirements

Proposer must submit and identify Subcontractor(s) experience and tasks, as well as the budget sheets. All subcontractors identified in the Proposal must be experts in their field and capable of performing the tasks for which they are hired to do.

K. Agreement Execution and Performance

1. Performance shall start on the date specified by CDPH. Due to the need to align each contract/grant CDPH will provide a “green light” date providing at least 14 days of advance notice, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another Contractor.
2. If awarded the agreement, the Contractor must identify all of the Small Business/Microbusiness (SB/MB) firms that it plans to use to meet contract requirements
3. All performance under the agreement shall be completed on or before the termination date of the agreement.

L. Definition 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 manner 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)

M. 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 Practice

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: Department of Health and Human 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 Bound

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

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REQUIRED ATTACHMENTS/ CERTIFICATION CHECKLIST

Attachment 1: Required Attachment / Certification Checklist

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CDPH
☐ Yes ☐ N/A	A minimum of two years providing comparable technical assistance support to community-based organizations serving the Native American population in California. Experience includes both paid and unpaid examples.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has read and is willing to comply with the terms, conditions and contract exhibits addressed in the Solicitation.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is in good standing and qualified to conduct business in California. **[Check "N/A" if not a Corporation.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is eligible to claim nonprofit status. **[Check "N/A" if not a nonprofit organization.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	☐ Yes ☐ No

Attachments: I have completed and returned the following Attachments:		Confirmed by CDPH
☐ Yes ☐ N/A	Attachment 1, Required Attachment / Certification Checklist	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 2, Business Information Sheet	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 3, Population Letters of Support	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4, References	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 5, Staffing Worksheet	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 6, CCC 307 – Certification	☐ Yes ☐ No

Attachments: I have completed and returned the following Attachments:		Confirmed by CDPH
☐ Yes ☐ N/A	Attachment 7, Payee Data Record	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 8, Darfur Contract Act	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 9 – Iran Contracting Certification	☐ Yes ☐ N/A
☐ Yes ☐ N/A	Attachment 10a, Non-Small Business Subcontractor Preference Request **and** Attachment 10b, Small Business Subcontractor/Supplier Acknowledgement **Check "N/A" if not applying for this subcontractor preference.**	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 11, Contractor Information Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 12, Cost Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 13, Sample State Contract Forms and Exhibits	☐ Yes ☐ N/A
☐ Yes ☐ N/A	**California Businesses -** Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. **Check "N/A" if not a California business or no business license is required.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Corporations - Either** a copy of the Certificate of Status issued by California's Office of the Secretary of State **or** a copy of the firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. **Check "N/A" if not a Corporation.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Nonprofit Organizations -** A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. **Check "N/A" if not a nonprofit organization.**	☐ Yes ☐ No

Name of the Firm:	**Signature**
Printed Name/Title:	Date:

Attachment 2: Business Information Sheet

Solicitation #15-10611

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 3: Population Letters of Support

Please type or print a list of three (3) population organizations who have provided Letters of Support for this application. One letter may come from a community member. Please use "community member" as the Title and Company. 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			
Name, Title and Company of Reference			

Attachment 4: References

Please type or print a list of three (3) customers who have provided references for this application.

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

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

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

Attachment 5: Staffing Worksheet

	Hours Budgeted					
Staff Member Name						
Deliverable 1: Kickoff Meeting						
Deliverable 2: Monthly Progress Reports						
Deliverable 3: Quarterly Collaboration Meetings						
Deliverable 4: Knowledge Management						
Deliverable 5: Other Meetings/Briefings						
Deliverable 6: Closeout Meeting						
Deliverable 7: Unanticipated Tasks	NA					
Deliverable 8: Capacity Assessments						
Deliverable 9: Capacity Building Plans						
Deliverable 10: CBPP TA and Training						
Deliverable 11: IPP Assessment						
Deliverable 12: IPP TA and Training Plan						
Deliverable 13: IPP TA and Training						
Deliverable 14: Cross-Population TA						
Deliverable 15: Evaluation Population Guidelines and Support						
Deliverable 16: Final Convening						

Instructions: Fill in the name of each key staff member that will participate in the project. Lower level staff members that are not named in the Proposal may be represented by their position (For example: Administrative Assistant). Input the number of hours budgeted for each staff member per deliverable.

Attachment 6: CCC-307 Certification

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

Contractor/Proposer Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs; and,

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) Receive a copy of the company's drug-free workplace policy statement; and,

2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories or the procurement of equipment, materials or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop

labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district or other local public body must provide the State with a copy of a resolution order, motion or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

Attachment 7: Payee Data Record

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 5/06)_CDPH

1

INSTRUCTIONS: Complete all information on this form. Sign, date and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.
NOTE: Governmental entities, federal, state and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
MAILING ADDRESS	BUSINESS ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 0 _ — _ _ _ _ _ _

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:
☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
☐ **LEGAL** (e.g., attorney services)
☐ **EXEMPT** (nonprofit)
☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR**
ENTER SOCIAL SECURITY NUMBER: _ _ _ — _ _ — _ _ _ _

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY TYPE

☐ California resident—qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.

☐ No services performed in California.
☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
SIGNATURE	DATE	TELEPHONE ( )

6

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/ZIP: _____

Telephone: _____ **FAX:** _____

E-Mail Address: _____

Attachment 7: PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts and corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

Attachment 8: Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code (PCC) section 10476. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to and cannot, submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to submit a proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2 or via initials and certification for Paragraph # 3):

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

OR

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

OR

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

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

YOUR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Attachment 9: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a) or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this Solicitation #15-10611, Technical Assistance Provider.

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

Proposer/Proposer Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

Attachment 10a: Non-Small Business Subcontractor(s) Preference Instructions

Preference information	Non-small business proposals will be granted up to a five percent (5%) non-small business subcontractor(s) preference on a proposal evaluation by an awarding department when a responsive non-small business has submitted the lowest priced responsive proposal and when a non-small business proposal: 1. Has included in its proposal a notification that it commits to subcontract at least twenty-five percent (25%) of its total proposal price with one or more small businesses; and 2. Has submitted a timely, responsive; and 3. Is determined to be a responsible Proposer; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract(s).
Commercially useful function	A subcontractor(s) is deemed to perform a commercially useful function if the subcontractor(s) does the following: 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. 3. Is responsible, with respect to materials and supplies provided on the subcontract(s), for negotiating price, determining quality and quantity ordering the material, installing (when applicable) and paying for the material itself. A subcontractor(s) will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to achieve the appearance of participation.
How to calculate 25% subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be proposed for the entire contract term, then multiply this figure by 25% to determine how much of the proposal price must be committed to small business subcontract that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment or support services.
Use of proposed subcontractors / substitution	If awarded the contract(s), the selected Contractor(s) must faithfully use each small business subcontractor(s) proposed for use and identified in its preference request. No substitutions or alterations are allowed after a proposal is submitted. Substitutions are only allowed after contract execution if the Contractor(s) submits a Request for Substitution to the CDPH Contract Manager and that request is subsequently granted by CDPH. Small business subcontract substitution instructions will appear in the resulting agreement in a clause entitled “Use of Small Business Subcontractors”.
Preference request instructions	If preference is claimed, indicate so on the Cost Form (Attach. 1) and complete Attachment 10a identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 10a, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 10b). Affix each Attachment 10b to Attachment 10a for submission with the proposal response. If a signed Attachment 10b cannot be collected from each subcontractor in time for proposal submission, indicate why. Submission of a signed Attachment 10b for each subcontractor listed on Attachment 10a is a prerequisite for contract award confirmation. Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets, if required to be submitted in a proposal, must list each subcontract service provider and its respective dollar value as identified on Attachment 10a. All proposed subcontracted services must appear in the SOW.

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a proposing preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the proposal submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (Attachment 10b). **Attach to this form an acknowledgement (Attachment 10b) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor(s)

Name of Subcontractor(s)

Street address	City	State	Zip Code
Contact Person		Telephone number ( )	
Small Business	Certification exp. date	Participation $	Committed % of total proposal %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor(s)

Name of Subcontractor

Street address	City	State	Zip Code
Contact Person		Telephone number ( )	
Small Business	Certification exp. date	Participation $	Committed % of total proposal %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor(s)

Name of Subcontractor(s)

Street address	City	State	Zip Code
Contact Person		Telephone number ( )	
Small Business	Certification exp. date	Participation $	Committed % of total proposal %

Brief description of commercially useful function(s) to be provided

If necessary or desired, this form may be photocopied or reproduced in a like form for use in a proposal response. If the proposing firm chooses to render a like copy by computer or other means, the instructions appearing on Attachment 10 may be omitted.

Attachment 10b: Small Business Subcontractor(s)/Supplier Acknowledgement

Name of Proposing Firm / Prime Contractor(s)	CDPH Solicitation Number:
Total Dollar Value of Subcontractor(s) Use	CDPH Proposal Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a proposing firm as a proposed small business or microbusiness or DVBE subcontractor(s) or supplier(s) for a CDPH procurement.

Subcontractor(s) acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total proposal/cost proposal price submitted by the proposing firm named above.

B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.

C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the proposing firm named above receives the contract award:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor(s)/supplier(s) identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the proposing firm named above to learn if the Proposer was awarded the contract pursuant to the referenced proposal number and to confirm its subcontract agreement. If the proposing firm named above receives an award based in part on non-small business subcontractor(s) preference or the DVBE incentive, the proposing firm/Contractor(s) is obligated to use each small and/or microbusiness or DVBE subcontractor(s) or supplier(s) identified in its proposal unless a subcontractor(s) substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor(s)/Supplier(s)		Date Signed
Signature of Subcontractor(s)/Supplier(s) Representative	Telephone number ( )	Email address (if applicable)
Printed/Typed Name	Title	

Attachment 11: Contractor Information

Date Form Completed:

Organization	This is the information that will appear on your contract (Standard Agreement).
	Federal Tax ID # _____ Contract # _____ Name _____ Mailing Address _____ Street Address (If Different) _____ County _____ Phone _____ Fax _____ Website _____
Contract Signatory	The ***Contract Signatory*** has authority to sign a contract(s).
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Project Director	The ***Project Director*** is responsible for all of the day-to-day activities of project implementation and for seeing that all contractual requirements are met. This person will be in contact with State CDPH staff, will receive all programmatic, budgetary and accounting mail for the project and will be responsible for the proper dissemination of program information.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____

CONTRACTOR(S) INFORMATION FORM

Payment Receiver	All payments are sent to the attention of this person at the designated address.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Fiscal Reporter	The ***Fiscal Reporter*** prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Fiscal Signatory	The ***Fiscal Signatory*** has signature authority for invoices and all fiscal documentation reports.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Districts	List the all ***numbers*** that your organization is under.
	Number Assembly _____ Senate _____ Congressional _____

Attachment 12: Cost Form

Proposed Contractor Staff, Project Roles and Hourly Rates

Name and Job Title	**Project Role**	**Hourly Rate①**	**Sub-contractor (if applicable)**
	Project Manager [sample]	$	
		$	
		$	

Deliverables	Total Discretionary Hours	Estimated Consultant Hours [Project Role]②	Estimated Consultant Hours [Project Role]②	Estimated Consultant Hours [Project Role]②	Total Staff Cost/ Unit	No. of Units	Total Contract Cost
1 Kickoff Meeting							
2 Monthly Progress Reports							
3 Quarterly Collaboration Meetings							
4 Knowledge Management							
5 Other Meetings/Briefings							
6 Closeout Meeting							
7 Unanticipated Tasks	5% of total project cost or $100,000, whichever is less						
8 Capacity Assessment for Each CBPP							
9 Capacity Building Plan for Each CBPP							
10 CBPP TA and Training							
11 IPP Assessment							

Deliverables	Total Discretionary Hours	Estimated Consultant Hours [Project Role]②	Estimated Consultant Hours [Project Role]②	Estimated Consultant Hours [Project Role]②	Total Staff Cost/ Unit	No. of Units	Total Contract Cost
12 IPP TA and Training Plan							
13 IPP TA and Training							
14 Cross-Population TA and Training							
15 CRDP Phase 2 Pilot Project Evaluation Population Guidelines and Support							
16 Final Convening							
Total Estimated Hours							
Total Staff Cost:					$		
Total Amount ①③					$		

The Proposer hereby certifies that the materials submitted in response to this RFO and price(s)/rate(s) offered on this Cost Worksheet are true and accurate to the best of its knowledge and shall remain in effect throughout the term. Amendment extensions, if allowed, shall be billed at the price(s)/rate(s) stated for the last budget period/year, if more than one budget period/year is shown.

The Proposer further understands that the above quoted rate(s) must include all of the costs including operating expenses, labor, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, taxes, shipping, etc. No travel will be reimbursed under this agreement.

Print Name Signature Title of Authorized Representative Date

FOOT NOTES:
① Contractor's hourly rate will be fully loaded to include travel cost, etc.
② Hours billed shall not exceed total estimated hours shown for services.
③ Note: The Contractor will be paid for actual completed deliverables that have been approved by CDPH. The Contractor may not invoice the CDPH for any costs exceeding the maximum amount identified to complete a deliverable. Any excess shall not be a cost to the CDPH. Any other contractor costs not specifically included or not specifically authorized in writing by the CDPH will not be reimbursed.

Attachment 13: 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	11 page(s)
Exhibit B – Budget Detail and Payment Provisions	7 page(s)
Exhibit C* – General Terms and Conditions	5 page(s)
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	17 page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 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		***California Department of General Services Use Only***
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		☐ Exempt per:
ADDRESS		

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 establish Pilot Projects as a central component of the California Reducing Disparities Project Phase 2. The Native American TA Provider will directly support the Native American Capacity Building Pilot Projects (CBPPs) and the Native American Implementation Pilot Projects (IPPs). The TA Provider is expected to coordinate and work closely with the Statewide Evaluator, the Statewide and Local Education, Outreach and Awareness Consultants and CDPH staff to support the success of the Native American Pilot Projects and the CRDP as a whole.

The Contractor agrees to provide to CDPH the services described herein.

The Contractor agrees to provide services associated with the submission of the following deliverables:

Deliverable 1: Kickoff Meeting
Deliverable 2: Monthly Progress Reports
Deliverable 3: Quarterly Collaboration Meetings
Deliverable 4: Knowledge Management
Deliverable 5: Other Meetings/Briefings
Deliverable 6: Closeout Meeting
Deliverable 7: Unanticipated Tasks
Deliverable 8: Capacity Assessment for Each CBPP (Action Plan)
Deliverable 9: Capacity Building Plan for Each CBPP
Deliverable 10: CBPP Technical Assistance and Training
Deliverable 11: IPP Assessment
Deliverable 12: IPP TA and Training Plan
Deliverable 13: IPP Technical Assistance and Training
Deliverable 14: Cross-Population Technical Assistance and Training
Deliverable 15: CRDP Phase 2 Pilot Project Evaluation Population Guidelines and Support
Deliverable 16: Final Convening

These will be submitted to the CDPH for compliance and monitoring purposes.

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

CDPH-Defined Deliverables

Deliverable 1: Kickoff Meeting

The Contractor shall attend a kickoff meeting with the CDPH Contract Manager (CM). The Contractor's Project Manager (PM), Contract Administrator and Fiscal Officer shall attend this meeting to discuss the administrative, fiscal and technical aspects of this contract. Prior to the kickoff meeting, the CM will develop an agenda, which the PM may add to, as necessary. The CM will provide an agenda to all potential meeting participants. CDPH will designate the date and location of this meeting. **Contractors 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, the following:

- Administration;
- Detailed review of the scope of work, Workplan, schedule and deliverables;
- Roles and responsibilities; and
- Critical success factors and risks to successful implementation.

Target Date for Completion: The Kickoff Meeting deliverable shall be completed by February 28, 2016.

Deliverable 2: Monthly Progress Reports

The Contractor shall meet with CDPH staff at least monthly to report on the progress and issues related to the performance of the Contract. The progress reports must include a written narrative that includes: a summary of key activities such as technical assistance provided, outcomes and findings as a result of the activities. Key risks and issues and next steps must also be included in reports.

Target Date for Completion: The Progress Reports deliverable is ongoing and shall be billed quarterly through the delivery of the final invoice.

Deliverable 3: Quarterly Collaboration Meetings

The Contractor shall meet with CDPH staff and other CRDP contractors/grant recipients at least quarterly. The purpose of these sessions is to provide mutual feedback in a collaborative, team-building fashion and collaborate on activities to the extent possible. It is anticipated that these sessions will last two hours and will be held in Sacramento one time per year and by video or teleconference three times per year.

The annual in-person collaboration meeting is expected to cover two days. Contractors are responsible for their own travel costs for this convening. TA Providers are required to schedule the specific time and location for these sessions at least 6 months in advance, during the third quarter of each contract year.

The Native American TA Provider will work with the other four TA Providers to facilitate each of the Collaboration Meetings. Virtual sessions are expected to last two hours.

The annual in-person collaborative meeting for all IPPs will be a 2-day in-person session. IPPs and contractors are responsible for their own travel costs for this convening. CDPH will be responsible for securing a location with appropriate furnishing and equipment. TA Providers are required to schedule the specific time and location for these sessions at least 6 months in advance, during the third quarter of each contract year.

Target Date for Completion: The Quarterly Collaboration Meetings deliverable is ongoing and shall be billed quarterly through the December 31, 2021.

Deliverable 4: Knowledge Management

In the process of supporting the Pilot Projects, the Contractor is expected to produce a number of trainings and other support materials. In addition, the Contractor may produce some intellectual capital that may be of value to community-based programs that are not participating in CRDP Phase 2 or policy makers. In order to provide support to other organizations and capture additional information that may be helpful in addressing mental health disparities, the Contractor shall catalog useful documents developed or compiled during CRDP Phase 2 and work with CDPH to establish an online resource, through which it shall make these materials available to the public.

Target Date for Completion: The Knowledge Management deliverable is ongoing and shall be billed quarterly through the December 31, 2021.

Deliverable 5: Other Meetings/Briefings

CDPH anticipates that it will be necessary for the Native American Technical Assistance Provider to attend certain meetings to provide updates, briefings or participate in programmatic discussions with entities such as the CRDP Advisory Committee, the Mental Health Oversight and Accountability Commission and others. CDPH staff will select which meetings the Contractor shall attend to fulfill this deliverable.

The Proposer shall budget for approximately five meetings per year and a total of 25 over the course of the contract. The budget should include time and travel costs for one staff member and one travel day per meeting.

Target Date for Completion: The Other Meetings/Briefings deliverable is ongoing and shall be billed quarterly through the delivery of the final invoice.

Deliverable 6: Closeout Meeting

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

Target Date for Completion: The Closeout Meeting deliverable shall be completed within one month of the Final Convening deliverable.

Deliverable 7: Unanticipated Tasks

The State may add an additional amount in the contract for unanticipated tasks. In the event that additional work must be performed which was wholly unanticipated, and which was identified in neither the State's solicitation document nor the Vendor's bid submitted in response thereto, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work. These tasks will be billed at the Contractor's average hourly rate.

Target Date for Completion: The Unanticipated Tasks deliverable is ongoing and shall be billed quarterly through the delivery of the final invoice.

Proposer-Defined Deliverables

The Proposer is responsible for defining the specific details of the following deliverables, subject to the general construct for each deliverable provided herein. Adequately defining these deliverables will demonstrate the successful Proposer's qualifications for successfully performing the services required under this procurement.

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in the Solicitation, along with a justification for each proposed solution. The Proposer-defined deliverables should include a clear articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable the State should expect to receive. While it is understood that TA Providers will not know the specific Pilot Projects they will serve or the specific needs of those Projects, the Proposer-defined deliverables should articulate the services the Proposer is prepared to provide, the manner in which the Proposer would provide them and the specific process for determining which services are necessary. The Proposer may also indicate any specific types of assistance that are not covered by the Proposal. The descriptions should include clear benchmarks and standards by which the Contract Manager can verify completion of each deliverable.

The Native American TA Provider will provide support to Pilot Projects in two stages. In the first stage, the Native American TA Provider will help the CBPPs develop the organizational foundation needed to move their community-defined evidence programs forward to the next stage. In the second stage, after IPP Grants have been awarded, the Native American TA Provider will support the successful implementation of Pilot Projects by supporting each organization's efforts to build capacity to provide its CDEP effectively and sustainably.

Capacity Building Support

Deliverable 8: Capacity Assessment for Each CBPP (Action Plan)

Early in the capacity building stage, the Native American TA Provider will provide a written assessment of each Native American CBPP's strengths and limitations in meeting the requirements to advance to the implementation stage. We expect this to be an on-site/in-person collaborative process through which the Native American TA Provider and the CBPP will work to identify any current gaps that would impede the CBPP's ability to move forward to the Implementation stage. Each CBPP and the Native American TA Provider will mutually agree upon an Action Plan that will satisfy the needs of the CBPP process.

The Action Plan shall be focused on fulfilling the requirements of advancing to the IPP stage.

As part of the assessment, the Native American TA Provider shall provide CDPH with periodic candid review of key risks and an overall evaluation as to whether the CBPP is expected to be able to meet all program requirements within the specified timeframe.

Target Date for Completion: The Capacity Assessment for Each CBPP deliverable shall be completed within two weeks of the CBPP grants start date.

Deliverable 9: Capacity Building Plan for Each CBPP

Based on its assessment of the Native American CBPP, the TA Provider will develop an individual Capacity Building Plan for each Native American CBPP to meet the requirements to advance to the implementation stage. The Capacity Building Plan will be implemented through Deliverable 9. The Capacity Building Plan is a detailed supplement to the Action Plan, developed in Deliverable 7. The Action Plan covers the goals and broad strategies which will drive capacity building efforts for each CBPP as well as a logic model, indicating how and why it will achieve the intended results. The Capacity Building Plan will function as the detailed workplan from which the Native American TA Provider will operate and will be tailored to the unique needs of each CBPP.

The Capacity Building Plan should include the topics to be covered, a schedule, estimated resource requirements, key tasks and activities and deliverables. In addition, the Capacity Building Plan should include a discussion of risks and means of addressing the risks, as well as articulate how progress will be monitored to ensure that the requirements are met in a timely fashion. The Capacity Building Plan must be realistic and achievable and mutually agreed to by the participating CBPP and the Native American TA Provider.

The TA Provider is responsible for effectively fulfilling the deliverables described in this Solicitation and in its Proposal. While it is anticipated that doing so 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.

Target Date for Completion: The Capacity Building Plan deliverable shall be completed within two weeks of the Capacity Assessment for Each CBPP deliverable.

Deliverable 10: CBPP Technical Assistance and Training

It is expected that CBPPs may have varying levels of competence and capability. The Contractor shall develop individualized, in-depth, introductory-level training programs and/or technical assistance to address the needs outlined in each individual CBPP assessment. The Proposer shall specify how it proposes to deliver the training, including the format of the trainings (i.e., in-person, via webinar, or other), the structure of the trainings (i.e., individual, small groups or large groups), as well as the duration of each training session. In person, individual trainings are preferred, however, the Proposer must account for the cost of travel in its bid. Budgeting must adhere to state travel reimbursement policy, available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Pilot Projects will be located across the state.

The Native American TA Provider shall provide ongoing technical assistance throughout the funding period. This will include ad hoc assistance as needs arise. In addition, it will entail providing ongoing feedback and support to ensure that all capacity building elements addressed in earlier trainings are successfully completed. This deliverable shall include, but is not limited to, a combination of planned review and feedback encounters, as well as providing other types of support on an as-needed basis.

The Proposer shall also list all training faculty and their qualifications to provide training and technical assistance in a linguistically and culturally competent manner. Moreover, the Proposer shall specify how it plans to validate whether the CBPP has fulfilled the planned growth and development.

Target Date for Completion: The CBPP Technical Assistance and Training deliverable is ongoing and shall be billed quarterly.

Implementation Support

Deliverable 11: IPP Assessment

Early in the Implementation stage, the Native American TA Provider shall provide a written assessment of each Native American IPP's organizational strengths and limitations in effectively and efficiently providing its CDEP. For CBPPs that have

advanced to IPP status, this assessment will be broader than the CBPP assessment, which was focused on steps needed to advance to IPP status. We expect this to be a collaborative process, through which the Native American TA Provider and the IPP will work to identify any current gaps. Each IPP and the Native American TA Provider will mutually agree upon an Action Plan that will satisfy the needs of the IPP process.

This Action Plan shall include an assessment of and strategies to strengthen the IPP's:

- 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.

The IPP Assessment shall be reviewed and updated annually throughout the four-year Implementation period.

Target Date for Completion: The IPP Assessment deliverable shall be completed within one month of the IPP grants start date.

Deliverable 12: IPP TA and Training Plan

Based on its assessment of the Native American IPP, the TA Provider will develop an individual IPP TA and Training Plan for each Native American IPP to more effectively provide services through its CDEP. The IPP TA and Training Plan will be implemented through Deliverable 12. The IPP TA and Training Plan is a detailed supplement to the Action Plan developed in Deliverable 10. The Action Plan covers the goals and broad strategies which will drive TA efforts for each IPP as well as a logic model, indicating how and why it will achieve the intended results. The IPP TA and Training Plan will function as the detailed workplan from which the Native American TA Provider will operate and will be tailored to the unique needs of each IPP.

Each IPP TA and Training Plan should include the topics to be covered, a schedule, estimated resource requirements, key tasks and activities and deliverables. In addition, the IPP TA and Training Plan should include a discussion of risks and means of addressing the risks and articulate how progress will be monitored to ensure that the requirements are met in a timely fashion. The IPP TA and Training Plan must be realistic and achievable and mutually agreed to by the participating IPP and the Native American TA Provider.

The TA Provider is responsible for effectively fulfilling the deliverables described in this Solicitation and in its Proposal. However, the IPPs are solely responsible for meeting requirements of the IPP Grants.

Target Date for Completion: The IPP TA and Training Plan deliverable shall be completed within one month of the IPP Assessment deliverable.

Deliverable 13: IPP Technical Assistance and Training

The Contractor shall develop individualized, in-depth, introductory-level training programs and/or technical assistance to address the needs outlined in each individual IPP assessment. The Proposer shall specify how it proposes to deliver the training, including the format of the trainings (i.e. in person, via webinar, or other), the structure of the trainings (i.e. individual, small groups or large groups), as well as the duration of each training session. In person, individual trainings are preferred, however, the Proposer must account for the cost of travel in its bid. Budgeting must adhere to state travel reimbursement policy, available here: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Pilot Projects will be located across the state.

The Native American TA Provider shall provide ongoing technical assistance throughout the funding period. This will include ad hoc assistance as needs arise. In addition, it shall entail providing ongoing feedback and support to ensure that all capacity building

elements addressed in Deliverable 11 are successfully completed. This deliverable shall include, but is not limited to, a combination of planned review and feedback encounters, as well as providing other types of support on an as-needed basis.

The Proposer shall also list all training faculty and their qualifications to provide training and technical assistance in a linguistically and culturally competent manner. Moreover, the Proposer shall specify how it plans to validate whether the IPP has fulfilled the planned growth and development.

Target Date for Completion: The IPP Technical Assistance and Training deliverable is ongoing and shall be billed quarterly.

Deliverable 14: Cross-Population Technical Assistance and Training

In addition, it is understood that many people are members of multiple target population groups. In particular, this includes individuals of multiple ethnic/racial backgrounds and LGBTQ persons (who are members of one (or more) ethnic/racial community, as well as members of LGBTQ communities). To address this, the Native American TA Provider shall provide technical assistance focused on cultural and linguistic competence to each of the 28 IPPs serving the four additional target populations. If necessary, the Native American TA Provider shall support the other TA Providers to ensure Cross-Population Technical Assistance provided to the Native American IPPs is culturally and linguistically competent.

In preparation for this, each TA Provider shall prepare an assessment on its own cross-population needs based on the demographics of the pilot projects they are serving. Once approved by CDPH, the TA Provider shall communicate their needs to the appropriate TA Providers.

Target Date for Completion: The Cross-Population Technical Assistance and Training deliverable is ongoing and shall be billed quarterly.

Deliverable 15: CRDP Phase 2 Pilot Project Evaluation Population Guidelines and Support

Each Pilot Project will develop evaluations of their own program, focusing on the unique needs of the project and the community they are serving. Upon receiving guidelines by the Contractor and the Statewide Evaluator, the pilot projects will revise their evaluations with technical support from the Contractor. To support these efforts and develop a minimum level of consistency across the Implementation Pilot Projects, the Contractor shall develop Evaluation Population Guidelines. Guidelines shall be focused on three critical factors: 1) Fulfilling the requirement for effectively incorporating community stakeholders in the full evaluation process; 2) Ensuring the evaluation is

culturally and linguistically appropriate for the individuals that will be served by the population, including addressing any cross-population issues; and 3) Ensuring the timeline is compatible with the Contractor's need to coordinate technical assistance across seven IPPs.

It is anticipated that there will be a tension between the need to balance specific, uniform guidelines with flexibility to allow IPPs to evaluate their programs in the most appropriate manner for their community. The Proposer should detail how it proposes to balance these conflicting needs.

In addition, the Contractor shall provide the Statewide Evaluator with written feedback and specific suggested improvements on the Draft Evaluation Plan within sixty (60) days of the Statewide Evaluator's contract execution. This feedback shall focus on areas of cultural and linguistic competence and other factors that are specific to the Native American IPPs.

Target Date for Completion: The CRDP Phase 2 Pilot Project Evaluation Guidelines Packet deliverable shall be completed by October 30, 2016.

Deliverable 16: Final Convening

The Statewide Evaluator is responsible for funding, planning, coordinating and convening a public conference to discuss CRDP, CDEPs and results from the CRDP Phase 2 Pilot Projects. The purpose of the conference will be to present the research findings on community-defined evidence practices with respect to CRDP Phase 2. At the conference, separate presentations will be made on research findings concerning each of the five target and select IPPs.

The Native American TA Provider shall be responsible for preparing and delivering a presentation on the Native American IPPs and inviting researchers and community stakeholders.

Target Date for Completion: The Final Convening deliverable shall be completed during calendar year 2021.

The target date for completion of all deliverables is due by January 8, 2022, or sooner. This is the target; however, CDPH contingencies, such as a longer CDPH approval process than projected, may delay the target completion date. CDPH will inform the contractor of delays of projected target dates for deliverable completion. All deliverables, as defined above, will be completed by June 30, 2022. It shall be CDPH's sole determination as to whether a deliverable has been successfully completed and is acceptable. Written deliverables must be completed as specified and approved by CDPH. All deliverables must be in a format as specified by the designated CDPH

Project Representative. If a deliverable is not accepted, CDPH shall provide the reason in writing within 15 working days of receipt of the deliverable.

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.

7. Payments for Unanticipated Tasks

A. The Contract value includes a limited budget for unanticipated tasks. The budget is fixed and not to exceed five percent (5%) of the sum of the base contract or $100,000, whichever is less. These funds may be used at the State's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the base term of the Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the State via a Work Authorization before the work can commence.

8. 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.

9. 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.

10. Advance Payment

No advance payment is allowed under this agreement.

Attachment B.1 Unanticipated Tasks Work Authorization Form

Contract #: _____
Contractor: _____
Task Order #: _____
Date: _____

California Reducing Disparities Project
Unanticipated Tasks Work Authorization Form

Scope of Work:

Workplan:

Key Tasks/Activities	Scheduled Dates

Deliverables:

Contract #: _____
Contractor: _____
Task Order #: _____
Date: _____

Task Resources and Budget:

Contractor's Staff Name	Title	Total Budgeted Hours	Rate/Hour	Budget
			Sub-Total:	
Expenses				
			Sub-Total:	
			Total Budget:	

Agreement shall be mutual. Signature is not required if email communication clearly details information required for this form and has the Work Authorization form attached within the email communication where both the Contractor and the CDPH agree to the terms.

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(C): Special Terms and Conditions

Special Terms and Conditions

(Applicable to consultant and personal service contracts)

The use of headings of 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 “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; agreement is federally funded, 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. Site Inspection
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19. Use of Small Business Subcontractors

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 Human Resources (CalHR). If the CalHR 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 CalHR 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. 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.

3. 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 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., 2007, 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 Paragraph 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 Paragraph 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.

4. Use of Disabled Veteran Business Enterprises (DVBE)

(Applicable to agreements valued at $10,000 or more in which the Agreement requires actual DVBE participation. Not applicable to agreements and amendments administratively exempted from DVBE requirements by CDPH.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDPH, in writing, prior to using a substituted subcontractor.

d. Requests for substitution must be approved by the program funding this Agreement and must include:

(1) A written explanation of the reason for the substitution.

(2) A written description of the business enterprise that will be substituted, including its DVBE certification status.

(3) If applicable, the reason a non-DVBE subcontractor is proposed for use.

(4) A written description of the work to be performed by the substituted subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

e. If requested by CDPH, Contractor agrees to provide verification, in a form agreed to by CDPH, that DVBE subcontractor participation under this Agreement is in compliance with the goals specified at the time of contract award or in an applicable amendment.

5. 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.

6. 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.

7. 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 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

(i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive Invitation for Bid or Request for Proposal.

b. **Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority**

(1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, <u>whichever is less</u> and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, CDPH shall:

(a) Obtain approval from the Department of General Services to use said subcontracts, or

(b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

(c) Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.

(2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, shall not commence work before CDPH has obtained applicable prior approval to use said subcontractor. CDPH shall inform the Contractor when CDPH has obtained appropriate approval to use said subcontractors.

c. 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.

d. 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.

e. 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.

f. 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.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting service agreement with CDPH, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this Agreement.

(1) Budget detail format and submission requirements will be determined by CDPH.

(2) Methods of including budget detail in this Agreement, if applicable, will be determined by CDPH.

(3) Any subcontractor budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.

i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. 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."

k. 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.

l. 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, 11, 17, 18, 19, and/or other numbered provisions herein that are deemed applicable.

8. Dispute Resolution Process

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.

a. 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.

b. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the 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. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.

c. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

d. 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.

9. Performance Evaluation

(Applicable only to consultant service agreements.)

a. The Contractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:

(1) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

(2) Whether the contracted work or services met the quality standards specified in the Agreement.

(3) Whether the Contractor fulfilled all requirements of the Agreement.

(4) Factors outside the control of the Contractor, which caused difficulties in contractor performance.

Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.

b. The evaluation of the Contractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDPH to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

11. Progress Payment Withholds

a. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.

b. Ten percent (10%) may be withheld by CDPH from each invoice submitted for reimbursement, under the following conditions:

(1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.

(2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.

(3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

c. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to CDPH; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of CDPH.

d. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

12. 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.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor shall:

a. Adhere to legal cost and billing guidelines designated by CDPH.

b. Adhere to litigation plans designated by CDPH.

c. Adhere to case phasing of activities designated by CDPH.

d. Submit and adhere to legal budgets as designated by CDPH.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by CDPH. Said amount shall be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by CDPH. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by CDPH for such purpose.

14. 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.

15. 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.

16. Insurance Requirements

a. Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement.)

(1) 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.

(2) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager.

(3) 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.

(4) 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.

(5) 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:

(a) 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).

(b) 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.

(c) 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 the Agreement number for which the insurance was obtained.

(6) 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.

(7) 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.

b. Commercial General Liability

[Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by CDPH, etc.)]

The Contractor must furnish to CDPH either a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor or proof of adequate self-insurance if the Contractor is a self-insured government and/or public entity. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c. Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Contractor shall maintain Pollution Liability insurance covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than $1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

d. The Contractor is hereby advised that copies of certificates of insurance and documentation of self-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. Each

certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

e. The certificate of insurance must include the following provisions:

(1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and

(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 of California under this Agreement.

f. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Contractor shall be notified by CDPH, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining such approval. CDPH may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.

g. CDPH will not be responsible for any premiums, deductibles, or assessments on any insurance policy.

17. 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 agreement funds.)

a. **Equipment definitions**

Wherever the term equipment and/or property are 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 17. Paragraph c of Provision 17 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 17. Paragraph b of Provision 17 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 17 by giving the Contractor no less than 30 calendar days written notice.

18. 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 agreement.)

a. Wherever the terms equipment and/or property are used in Provision 18, the definitions in Provision 17, Paragraph a, shall apply.

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

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

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

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

   (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

   (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

   (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor 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. 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 type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause appearing in Provision 16 of this Exhibit 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.

19. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of non-small business subcontractor preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDPH, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

(1) An explanation of the reason for the substitution.

(2) A written description of the business enterprise that will be substituted, including its small business certification status.

(3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled.

(4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations §1896.6.

d. CDPH may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, CDPH shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by CDPH on the prime contractor's request for substitution.

f. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to CDPH, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.16. In the event such sanction are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations §1896.18 and §1896.20.

g. If requested by CDPH, Contractor agrees to provide documentation/verification, in a form agreed to by CDPH, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

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.