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## **Solicitation Notice to Prospective Proposer(s)**

Date: April 11, 2018

You are invited to review and respond to California Department of Public Health Solicitation: 18-10144 California Reducing Disparities Project (CRDP) Phase 2 Education, Outreach, and Awareness Consultant to help inform key stakeholders and the general public on the causes and consequences of ongoing and persistent mental health disparities and inequities due to the lack of culturally and linguistically responsive systems of care. In submitting your proposal, you must comply with these instructions.

The California Department of Public Health (CDPH) 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](mailto: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 Education, Outreach, and Awareness Consultant**



Solicitation

California Department of Public Health  
Solicitation: 18-10144

State of California

California Department of Public Health

Office of Health Equity

April 11, 2018

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## I. Introduction

### A. Administrative Section

#### Purpose

The purpose of this Solicitation is to secure a Contractor to serve as a California Reducing Disparities Project (CRDP) Phase 2 Education, Outreach, and Awareness Consultant (EOA Consultant). The EOA Consultant is integral to Phase 2 and will work closely with California Department of Public Health (CDPH) staff to help inform key stakeholder groups, policy decision makers, mental health program administrators and the general public on the causes and consequences of ongoing and persistent mental health disparities and inequities due to the lack of culturally and linguistically responsive systems of care.

The intent of this solicitation is to secure a Contractor to help implement components of the CRDP Strategic Plan which aims to create a culturally and linguistically appropriate public mental health system that is responsive to the needs of diverse and vulnerable populations. It is through storytelling, media training, and media consulting services that CRDP grantees and the larger mental health community alike will have a mechanism to influence systems level changes. These avenues for education, outreach, and awareness have been identified because they provide a platform to document and communicate why CRDP is doing business differently. It is also the intent of this solicitation to secure a Contractor to get the attention of key stakeholders and policy decision makers to demonstrate how the innovative approach of CRDP is designed to better address the needs of unserved, underserved, and inappropriately served communities. These efforts should include building partnerships with county mental health departments, specifically county mental health ethnic service managers and mental health services act coordinators, and leveraging those partnerships to promote the work and approach of the CRDP.

Note: Over the course of this document, the terms 'Proposer' and 'Contractor' are used frequently. 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 in Contract.

## **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
Release of RFP	April 11, 2018
Bidder's conference	April 24, 2018 @ 1:30 pm
Deadline to submit proposal	May 23, 2018 by 5:00 PM
Target date to issue intent to award	June 22, 2018
Target contract start date	July 2, 2018

## **Authority and Dispute Procedures**

This procurement is exempt from Part 2 of Division 2 (commencing with Section 10100 of the Public Contract Code) and 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 CDPH under such authority. The decisions of the CDPH Director or her designee 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 notice of intent to award. The decision of the CDPH Director or her designee shall be final and there will be no further administrative appeal. The applicant will be notified of the decisions regarding their disputes in writing within 15 working days of the written dispute letter.

**Available Funding**

The total amount payable for this Solicitation shall not exceed \$1,500,000. The Contract shall be for a term of two 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.

**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.

**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; and
- 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 Cal eProcure.

**Questions and Requirements Change Requests**

Questions and requirements change requests must be directed to [OHE.Solicitations@cdph.ca.gov](mailto:OHE.Solicitations@cdph.ca.gov). You may submit written questions and requirements change requests via email by the deadline specified in Section I. A. Responses will be posted on Cal eProcure in the timeline specified in Section I. A. 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 must be received by the date specified in Section I. A.2. Requests will be evaluated on a case-by-case basis.

**Contact Information**

Laura Leonelli  
California Department of Public Health  
Office of Health Equity  
Community Development and Engagement Unit  
1616 Capitol Ave, MS0022, Sacramento, CA 95814  
916-322-2199  
[OHE.Solicitations@cdph.ca.gov](mailto:OHE.Solicitations@cdph.ca.gov)

**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; and
- Make sure that all procedures and requirements of the Solicitation are followed and appropriately addressed.

**Negotiations**

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

- Proceed to award to the proposer with the highest overall score; or
- 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:

- Negotiate with any or none of the bidders;
- Terminate negotiations with a bidder without liability and negotiate with other bidders; and
- Award a Contract to any bidder.

## **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 highlights 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 LGBTQ individuals face health disparities linked to societal stigma, discrimination and denial of their civil and human rights" (DHHS, 2012). For the purpose of CRDP Phase 2, LGBTQ is self-identified and can include other populations not specified in this acronym.

CRDP priority populations include those who are unserved, underserved, or inappropriately served in the mental health system (DHHS, 2003), including:

- African American;
- Asian and Pacific Islander (API);

- Latino;
- Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ); and
- Native American.

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 MHSAs 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 priority populations included in CRDP 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, completed in 2018, focused on the development of five population reports and a strategic plan to reduce mental health disparities; while Phase 2, to be completed in or about 2022, focuses on implementation of the CRDP Strategic Plan to Reduce Mental Health Disparities (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 with vulnerable communities, CRDP is focused on improving the mental health of underserved communities across California.

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

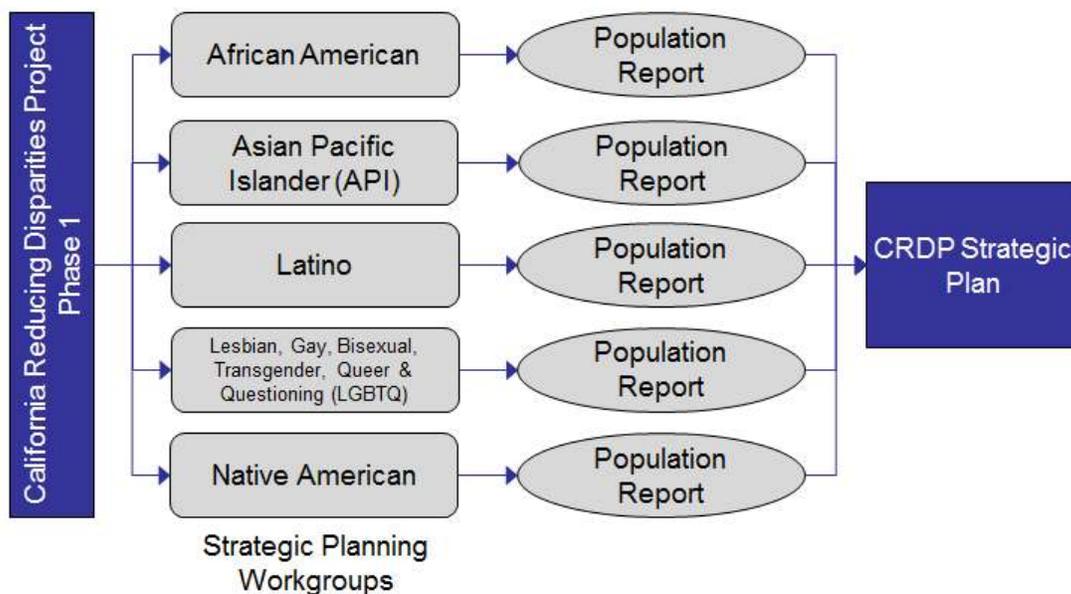
- **Do business differently.** Doing business differently has been a focus of CRDP from the start. Doing business differently involves attentive listening and genuine consideration of community and CRDP partner input in order to be responsive to community needs. Doing business as usual has contributed 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 that began with CRDP Phases 1 and 2 is to be sustained beyond the period of funding, then Phase 2 needs to address the larger context within which CRDP exists. This will allow smoother integration of Phase 2 funded programs into the larger mental health care delivery system.

### CRDP Phase 1

In Phase 1, each of the five priority populations established a Strategic Planning Workgroup (SPW), which in turn engaged community members in an effort to identify promising Community-Defined Evidence Practices (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 CRDP Strategic Plan (the Population Reports and CRDP Strategic Plan are available in the Bidder's Library located in the California eProcure portal). This process is outlined in the figure below.

Figure 1.1  
CRDP Phase 1



The CRDP 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. 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 provided 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 was tasked with increasing awareness regarding mental health disparities in general.

## **CRDP Phase 2**

CRDP Phase 2 is designed to build on and implement strategies that have been developed in Phase 1 and identified in the CRDP Strategic Plan and submitted for consideration since. 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; and
- 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.

There are four elements to Phase 2:

### **1. Pilot Projects**

Pilot projects are the central component of CRDP Phase 2. Pilot projects are Community-Defined Evidence Practices (CDEPs) that currently provide culturally and linguistically competent Prevention and Early /intervention (PEI) services to members of a CRDP priority 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 are two stages for the pilot project component. Stage One was Capacity Building and lasted six months. Projects were selected based on need and potential and likelihood for success. Through the Capacity Building process, Grantees were provided with technical assistance and training in order to develop organizational capacity to apply for the Implementation Pilot Project Grants. Stage Two is Implementation. Most pilot projects started at the implementation stage. During the Implementation Stage, pilot projects will expand, implement and evaluate their CDEP. All pilot projects were selected through a competitive process, based on the review of their applications.

## **2. Statewide Education, Outreach, and Awareness Consultant**

Education, outreach, and awareness services regarding the needs of unserved, underserved, and/or inappropriately served communities and linguistically and culturally competent strategies to address these disparities will be secured during CRDP Phase 2. The goal of this program element is help inform key stakeholder groups, policy decision makers, local mental health program administrators and the general public on the causes and consequences of ongoing and persistent mental health disparities and inequities due to the lack of culturally and linguistically responsive systems of care. The Statewide EOA Consultant will work to increase awareness of mental health issues in impacted communities beyond and including the five priority populations.

## **3. Technical Assistance**

Five population-specific Technical Assistance (TA) Providers were established in CRDP Phase 2. During the Capacity Building stage, the TA Providers worked with pilot projects to develop their administrative, programmatic, and evaluation capacities and supported 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.

#### 4. **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 priority populations. Evaluations will be performed by a Statewide Evaluator and by evaluators at each pilot project, and will be organized at three levels:

- Individual pilot programs supported by the Statewide Evaluator and a population-specific TA 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;
- TA Providers 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
- Every component of the CRDP (including pilot projects, TA 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 population-specific TA Providers will be responsible for providing guidance to each of the pilot projects per agreed upon guidelines established by the Statewide Evaluator to develop appropriate community participatory evaluations (defined in Section VI. L. Definition of Terms) as defined by their respective communities. Population-specific TA Providers will provide pilot projects with support in the design and implementation of their evaluations.

CRDP Phase 2 includes funding for four different elements and allocated between the Contractors as follows:

Table 1.2  
Funding Allocation

Element	Total Funding	Recommended Contracts	Funding Term	Average Funding per Contract per Year*
Statewide Education, Outreach and Awareness Consultant	\$1,500,000	1	2 years	\$750,000
Pilot Projects				
<i>Capacity Building</i>	\$600,000	11	6 months	\$40,000
<i>Implementation</i>	\$39,900,000	35	5 years	\$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 operate as an evaluation subcontractor for multiple pilot projects; however, they may not receive a direct contract or subcontract to perform other elements of CRDP.

## C. Proposer Qualifications

The Proposer must meet the Minimum Qualifications, provide one narrative as to whether or not it meets the Desired Qualifications, and provide a second narrative for the organization description as detailed below.

### Minimum Qualifications

In order to be eligible to bid on this Solicitation, the Proposer must possess the following qualifications (see **Attachment 2** for further instructions):

1. Registered non-profit or for profit organization;
2. At least three years of experience conducting education, outreach, and awareness projects focused on mental health and underserved populations; and
3. Experience operating and managing a project similar in scope with an annual budget of \$250,000 or greater.

### Desired Qualifications

Scoring of Proposer qualifications will be based on the following criteria and will include all key staff and subcontractors:

1. It is critical that the proposer's team demonstrate support from and a genuine trusted relationship with diverse communities, including each of the five priority populations as well as additional unserved, underserved, and/or inappropriately served populations and subpopulations, such as consumers and organizations and individuals that are involved in direct service provision. Experience with specific subpopulations may include but are not limited to age, gender, sexual orientation, gender identity, immigration status, national origin, and language of origin. The proposer must show more than just a transactional working relationship with each of the populations, but rather must demonstrate a deep cultural understanding and significant working relationship and personal connection with the populations and subpopulations served;
2. Proposer's team has significant and direct experience working in a culturally and linguistically competent manner with each of the five priority populations as well as other hard to reach communities, especially on projects related to reducing mental health disparities;
3. Proposer's team has successfully conducted effective education, outreach, and awareness projects as described in this solicitation, with emphasis on providing media and communications technical assistance in a variety of formats, such as print, radio, television, earned media, and social media. Demonstrating knowledge and success with each of the five priority populations is critical. Proposer's team should demonstrate an understanding of timing and positioning in conducting education, outreach, and awareness activities. A capacity to help produce original multi-media content, such as news reports, in-depth analyses, feature stories/profiles, op-eds and/or first person essays, is essential;
4. Proposer's team has significant experience working with media and helping to place earned media stories in both the mainstream as well as with ethnic media channels, particularly those media outlets pertaining to each of the five priority populations;
5. Proposer's team has significant experience working with social media to help communicate messages effectively. Understanding of how social media operates with each of the five priority populations is critical;
6. Proposer's team has significant experience creating and sustaining collaborations/partnerships with grassroots organizations across diverse languages and cultures, particularly for those organizations serving each of the five priority populations; and
7. Proposer's team has experience working with County Mental Health or Public Health Departments and/or working on local/regional or statewide initiatives.

Proposer shall provide a written narrative detailing the experience and qualifications of its organization and team members in providing services as detailed in this solicitation.

The experience and qualifications should include but not be limited to the provision of media training and technical assistance to priority populations. Proposer shall provide an organizational chart that clearly outlines roles and responsibilities of all project team members as well as resumes for each team member. The Proposer may provide work samples to demonstrate this experience. Organizational chart, team resumes, and work samples do not count towards the ten page limit and may be included and clearly referenced in a Proposal Appendix. See **Section III.B. Organization of Proposal** for additional instructions regarding Proposal Appendixes.

## II. Scope of Work

### A. Overview

The Statewide Education, Outreach and Awareness (EOA) Consultant will provide services outlined in this solicitation to support the implementation of components of the community authored CRDP Strategic Plan aimed at systems change for unserved, underserved, and inappropriately served communities. The CRDP Strategic Plan seeks to reduce disparities in racial, ethnic and LGBTQ communities by making California's public mental health system better able to recognize and effectively address the different linguistic and cultural needs of the various unserved, underserved, and/or inappropriately served communities through systems change. Through this Contract, it is expected that the Consultant shall outreach, educate, and increase awareness within unserved, underserved and/or inappropriately served communities, as well as within the general population and help to effectuate systems change.

The Consultant shall work with CDPH and various CRDP stakeholders, which may include but are not limited to CRDP Phase 1 contractors and participants, CRDP Phase 2 contractors, local governments, county mental health departments (specifically county mental health ethnic service managers and mental health services act coordinators), and other key stakeholders to help facilitate an understanding of linguistic and cultural barriers that make obtaining effective mental health services difficult or impossible to obtain. Proposers are encouraged to develop approaches that are unique and respectful of the various cultural and linguistic differences between different communities the Contractor will work with. These approaches should take into account what communication channels, mediums, and messages are most effective, what needs are most prevalent, and how messages are best designed across all priority populations.

### B. 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) shall attend this meeting to discuss the administrative, fiscal, and technical aspects of this Contract as well as review the overall approach. Prior to the kickoff meeting the CM will develop an agenda, which the CM 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.

The meeting shall include, but is not limited to, the following:

- Administration;
- Detailed review of the scope of work, Workplan, schedule of deliverables; and
- Roles and responsibilities.

### **Deliverable 2: Progress Reports & Meetings**

The Contractor shall provide a monthly progress report. The progress reports must describe the progress made and include adequate specific details on key aspects of the Workplan to demonstrate fulfillment of the Contract. The reports must identify any problems or issues that arise and contain recommendations for resolution. In addition, the reports will include required Statewide EOA performance data as specified by CDPH in consultation with the Statewide Evaluator. This data will be used for evaluation purposes within the CRDP. Finally, the report will also detail updates as to recent efforts (as detailed in the Proposer-Defined Deliverables) to increase understanding of mental health inequities and their impacts, and how the Proposer is or plans to partner with local governments, county mental health departments, and/or other organizations to do so.

The Contractor shall meet with CDPH staff monthly to discuss the Progress Report. The meeting will focus on any key issues or risks and coordinate next steps.

### **Deliverable 3: Quarterly Collaboration Meetings**

The Contractor shall meet with CDPH staff and other CRDP contractors/grantees on a quarterly basis. 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 be held in California one time per year and by video or teleconference three times per year. The in-person collaboration meeting is expected to cover two days. Contractors are responsible for their own travel costs for this convening.

### **Deliverable 4: Closeout Report & Meeting**

The Contractor shall compile a closeout report that summarizes the major efforts, findings, and lessons learned through the Contract term from the perspective of the Contractor. The Contractor shall deliver the closeout report in person during a meeting with CDPH to ensure thorough knowledge transfer. The Closeout Meeting must be completed before the end of the term of this Agreement. The PM will determine the appropriate meeting participants and particulars.

## **C. Proposer-Defined Deliverables**

The Proposer-Defined deliverables are built to allow Proposers the flexibility to detail specific and innovative solutions to meet CDPH's needs as specified and the needs of the communities to be served. The Proposer is responsible for defining the specific details of the following deliverables, subject to the general construct for each deliverable. A highly detailed description of the deliverables that the Proposer will provide to CDPH is required to demonstrate the Proposer's understanding of and ability to meet CDPH's needs as specified in this solicitation.

The intent of this solicitation, and the following Proposer-Defined Deliverables, is to create a culturally and linguistically appropriate public mental health system that is responsive to the needs of diverse and vulnerable populations. It is through storytelling, media training, and media consulting services that CRDP grantees and the larger mental health community alike will have a mechanism to influence systems level changes. These avenues for education, outreach, and awareness have been identified because they provide a platform to document and communicate why CRDP is doing business differently. It is also the intent of this solicitation to secure a Contractor to get the attention of key stakeholders and policy decision makers to demonstrate how the innovative approach of CRDP is designed to better address the needs of unserved, underserved, and inappropriately served communities.

In narrative format, the Proposer must describe in detail the specific deliverables the Proposer would provide and a justification for this proposed solution. The Proposer-defined deliverables should include a clear articulation of how the Proposer intends to meet the State's needs by clearly defining the scope of the deliverable, how the services will be provided in a culturally and linguistically competent manner, the steps the Proposer will take to accomplish the deliverable, and the tangible deliverable the State should expect to receive as the end result. **Simply repeating the requirements of the deliverable will result in a deduction of points.** Points will be awarded for the level of specificity provided for each deliverable and whether or not the deliverable and outlined approach is proven to be realistic and effective.

#### **Deliverable 5: Annual Mental Health Poll**

The Contractor shall develop a strategy to create and conduct an annual poll of sentiment towards mental health issues within California. The segmentation of the poll should include California's various unserved, underserved, and/or inappropriately served communities, including, but not limited to African American, Asian Pacific Islander, Latino, LGBTQ and Native American populations, as well as the general population at large. The intent of the poll is to measure current and changing sentiment regarding issues pertaining to mental health across the different segments and to compare changes in awareness and attitude through the term of the Contract:

- The poll shall include both consistent questions that can be tracked throughout the Contract term, as well as specific questions that are timely. These questions should align with Statewide Evaluator core measures, as appropriate; and
- The poll may include some questions that differ between population groups.

In describing its approach the Proposer shall provide detail, at the very least, but not limited to:

- Overall survey strategy and approach, describing how the Proposer will specifically obtain data from hard to reach populations and subpopulations;
- How the proposer will develop the specific survey questions;
- How the survey will be administered;

- Its surveying and sampling methodology specifying how the poll will meet a 90 percent statistical significance, plus or minus 10 percent; and
- Which subpopulations it will poll and justification for each.

The Contractor is expected to work collaboratively with CRDP Phase II participants as necessary.

### **Deliverable 6: Storytelling Technical Assistance**

The Contractor shall provide technical assistance to CRDP Phase 2 contractors and pilot projects, and other unserved, underserved, and/or inappropriately served communities to document how mental health impacts various communities and the experiences and successes associated with the CRDP pilot projects. It is imperative that the Contractor is able to help the various people, organizations and/or communities tell their stories in a manner that is culturally and linguistically competent and shall include different mediums, including written, audio and video, as appropriate. The Contractor shall also work with the pilot projects and/or other recipients of the storytelling technical assistance to share the developed stories within their communities and/or the general population at-large. The storytelling technical assistance is intended to be continuous throughout the life of the Contract and should integrate into pilot project sustainability plans.

In describing its approach the Proposer shall provide detail, at the very least, but not limited to:

- Its overall approach to providing storytelling technical assistance;
- How it will incorporate linguistic and cultural competence into the storytelling;
- Which mediums it may use and the justification for the specific medium; and
- How it proposes that the pilot projects and/or other recipients of the storytelling technical assistance disseminate the stories to their communities and/or the general population at-large. The Proposer should consider, but is not limited to, earned media and social media as a means of disseminating stories. Earned and social media may focus on ethnic, cultural, LGBTQ media or main stream media.

### **Deliverable 7: Community and Key Stakeholder Engagement Plan**

The Contractor shall develop a Community and Key Stakeholder Engagement Plan detailing how the priority communities as well as county mental health departments, specifically county mental health ethnic service managers and mental health services act coordinators, will be engaged and involved throughout the Contract term; the plan should also consider engaging other key stakeholders, such as the Mental Health Service Oversight and Accountability Commission and key decision makers. The Plan should detail the proposed approach, a description of how those partnerships will be leveraged and how the CRDP goals and strategies will be promoted. The Plan should reflect the inherent goal of the CRDP for priority populations to be integral in the development and provision of EOA services. The Plan should clearly detail the following:

- What members of the communities will be involved with justification as to their selection;
- How those selected members will be recruited;
- The added benefit provided to selected members to ensure engagement;
- The expected roles and responsibilities selected members will fulfill throughout the Contract;
- How county mental health departments, specifically county mental health ethnic service managers and mental health services act coordinators will be involved and utilized to increase awareness of mental health disparities; and
- The expected results from the participation of the selected members.

This Community Engagement Plan should be provided in narrative format for the life of the Contract, with updates to the Plan made bi-annually (twice a year).

### **Deliverable 8: Media Training**

The Contractor shall provide media training to OHE staff and CRDP contractors and pilot projects. Media training sessions shall take place in person and shall include, but are not limited to, understanding reporter protocols and media industry etiquette, forming and articulating messages. It should be noted that there is no budget within CRDP for buying media; as such, the Contractor should provide training in regards to developing strategies for obtaining earned media, and assisting in earned media placement as appropriate. Media trainings shall include interactive exercises.

In addition to describing its overall approach, the Proposer shall provide detail, at the very least, but not limited to:

- Topics to be covered by the trainings;
- Number and schedule of media trainings;
- Staff assigned to media trainings; and
- Format of trainings.

### **Deliverable 9: Media Consulting Services**

The Contractor may from time to time be called on to provide media consulting services for events or news concerning the CRDP or the pilot projects. This may involve, but is not limited to, monitoring, tracking, and reporting on news pertaining to CRDP and related issues, preparing draft talking points, draft frequently asked questions, draft press releases, helping to prepare responses to specific media requests and helping to place earned media. In addition, the Contractor may, from time to time, work with CDPH to place earned media stories in ethnic and general media, as appropriate. This may involve working with CDPH's Office of Public Affairs as well as the Legislative & Governmental Affairs Office.

In addition to describing its overall approach, the Proposer shall provide detail, at the very least, but not limited to:

- Monitoring, tracking, and reporting on news media;
- Strategies to provide additional services potentially needed by the CRDP and/or the pilot projects to help promote education, outreach and awareness of mental health issues in communities that are systematically unserved, underserved, or inappropriately served in the mental health system; and
- Strategies to place earned media stories in ethnic and general media, as appropriate.

### **Deliverable 10: Collateral Material**

The Contractor will be responsible for preparing collateral media about the CRDP. Collateral material should be developed bi-annually (twice a year), and will be used to help communicate progress, successes and lessons learned of CRDP. The collateral material will be used to help communicate to key stakeholders about CRDP. The collateral material must be culturally and linguistically appropriate and can employ various mediums, including, but not limited to written, audio and video mediums. It is expected that the Contractor will produce collateral material throughout the term of the Contract. The Proposer shall describe in detail, at the very least, but not limited to:

- The types of products it will produce, including topic, audience, use and medium;
- Specific audiences for the various products; and
- Schedule of collateral material release.

### **Deliverable 11: Unanticipated Tasks**

The Proposer shall anticipate and include up to five percent of the Contract value for unanticipated tasks. Unanticipated tasks may be assigned in the event that both parties agree that additional work, which was wholly unanticipated and not identified in the State's Solicitation document or the Contractor's bid submitted in response thereto, is necessary to the successful accomplishment of the general scope of work. These tasks will be billed at the Contractor's average hourly rate.

## **D. Workplan**

The Proposer is responsible for developing a detailed Workplan to describe the specific tasks it will undertake in order to complete the entirety of the Contract. This includes but is not limited to:

- Administrative duties;
- CDPH-Defined Deliverables;
- Proposer-Defined Deliverables; and
- All other work and responsibilities involved in the Contract.

The Workplan will provide a step-by-step account of how the Proposer plans to complete all work outlined above including anticipated hours required from each key team member. The Workplan must be well-organized, detailed, and comprehensive, describing the tasks that will lead to the completion of all work in the Contract, including

timelines and due dates. In addition, the Workplan must identify the team member(s) responsible for each activity and any associated needs from or impacts on CDPH staff and/or other Contractors. The tasks should be sufficiently detailed to clearly articulate the process proposed with no additional information required. Proposers will utilize a table format in detailing the Workplan as shown below in Table D.1.

**Workplan Table Format**

In providing a Workplan, the Proposer shall detail each Task/Activity to be provided under each deliverable as shown in the table below. Tasks/Activities shall be numbered in the first column and described in the second. Estimated staff hours for each deliverable will be provided for all staff members. In addition, tasks shall be organized to exhibit the sequencing and timing required to complete each task.

Table D.1  
Workplan Template

#	Task/Activity Description	Timeline	Key Staff	Total Hours per Deliverable
<b>CDPH-Defined Deliverables</b>				
Deliverable 1: Kickoff Meeting				
1				
Deliverable 2: Progress Reports & Meetings				
1				
Deliverable 3: Quarterly Collaboration Meetings				
1				
Deliverable 4: Closeout Report & Meeting				
1				
<b>Proposer-Defined Deliverables</b>				
Deliverable 5: Annual Mental Health Poll				
1				
Deliverable 6: Storytelling Technical Assistance				
1				
Deliverable 7: Community Engagement Plan				
1				
Deliverable 8: Media Training				
1				
Deliverable 9: Media Consulting Services				
1				
Deliverable 10: Collateral Material				
1				
Deliverable 11: Unanticipated Tasks				

## **E. Letters of Support and References**

The Proposer shall provide three letters of support from individual members of populations and/or from non-profit organizations that work with systematically unserved, underserved, or inappropriately served populations in the mental health system, and three references from organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. The letters of support submitted must provide insight into the respondent's experience and commitment to working with members of populations that are systematically unserved, underserved, or inappropriately served in the mental health system AND completing the work detailed in this solicitation (see Attachment 3 for additional detail). The references provided will be contacted by CDPH staff. CDPH will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner (see Attachment 4 for additional detail).

### III. Response to Solicitation

#### A. Required Documents

The Proposer must provide:

- **Attachments 1-16;**
- **Response to the ‘Desired Qualifications’** as listed in Section I;
- **Response to the ‘Scope of Work’** as listed in Section II; and
- **A complete Workplan** as listed in Section II.

**Attachments 17-18** are not required submittals for the Proposal but are reference materials for the Proposer. Refer to each section/attachment for directions pertaining to its proper completion. Proposers should carefully read and review the directions for the completion of each section to ensure the Proposals meet all outlined requirements and are easily readable.

Proposals not including the proper required attachments may be deemed non-responsive. **A non-responsive Proposal is one that does not meet the basic proposal requirements and may be rejected.**

#### B. Organization of Proposal

Proposals shall be organized into the following four sections as shown below with a fifth section for Proposer Appendices if necessary.

<p><b>Cover</b></p> <ul style="list-style-type: none"> <li>▪ Cover Page</li> <li>▪ Cover Letter</li> <li>▪ Required Attachments Checklist (see <b>Attachment 1</b>)</li> </ul>
<p><b>Technical</b></p> <ul style="list-style-type: none"> <li>▪ Minimum Qualifications (see <b>Attachment 2</b>)</li> <li>▪ Desired Qualifications Narrative</li> <li>▪ Scope of Work Narrative</li> <li>▪ Workplan</li> <li>▪ Letters of Support (see <b>Attachment 3</b>)</li> <li>▪ References (see <b>Attachment 4</b>)</li> </ul>
<p><b>Cost Proposal</b></p> <ul style="list-style-type: none"> <li>▪ Cost Proposal (see <b>Attachment 5</b>)</li> </ul>
<p><b>Administrative</b></p> <ul style="list-style-type: none"> <li>▪ Include all other required attachments (see <b>Attachments 6-16</b>)</li> </ul>
<p><b>Appendices</b> (if necessary)</p>

### C. Required Format for a Proposal

All proposals submitted under this Solicitation should meet the following formatting requirements:

- Typewritten using a standard Times New Roman, Arial or Calibri 12-point font;
- Printed on 8½ x 11-inch standard letter-size paper; and
- Page margins of no less than one inch.

### D. Number of Copies

Proposers must submit one (1) original copy, five (5) copies and one digital copy of the Proposal. The original should be marked "Original" and subsequent copies marked "Copy" followed by the copy number. The digital copy may be submitted on a CD or a flash disk. All documents contained in the original Proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional Proposal copies may contain photocopies of the original package.

### E. Labeling, Packaging, and Delivery

The original and copies of the Proposal must be labeled "California Department of Public Health Solicitation: 18-10144" Proposals should be bound together and sealed in an appropriately sized shipping package. Proposals may be delivered by:

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

Faxed and emailed proposals will not be accepted. 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.**

Please mail or deliver the Proposal to the address listed below. Include the following label information and deliver your proposal, in a sealed package:

Contact Person's Name  
Phone #  
Proposer's Name  
Street Address  
City, State, Zip Code

California Department of Public Health  
Solicitation: 18-10144  
Laura Leonelli  
California Department of Public Health  
Office of Health Equity  
1616 Capitol Avenue, MS 0022  
Sacramento, CA 95814

## IV. Scoring Process and Criteria

### A. About this Section

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

During the evaluation 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 four stages:

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

CDPH will review proposals for compliance with administrative requirements and completeness as listed in **Attachment 1: Required Attachment Checklist**. Proposals that fail Stage One will be disqualified and eliminated from further review.

#### **Stage Two: Technical Proposal (315 points of total score)**

Proposals passing Stage One will be submitted to the Scoring Committee to be scored on the Technical Proposal. Scoring of the Technical Proposal includes review of the following components:

- Minimum Qualifications (Pass/Fail, see **Attachment 2**);
- Desired Qualifications Narrative (35 points);
- Scope of Work Narrative (190 points)
- Workplan (60 points); and
- Letters of Support (30 points, see **Attachment 3**).

The Minimum Qualifications will be scored first since those are scored Pass/Fail. If the Proposal receives a Fail on the Minimum Qualifications it will be disqualified and eliminated from further review.

For the purposes of this solicitation, CDPH has chosen to utilize consensus scoring. Scores will be discussed by all members of the scoring committee in closed session. The scoring committee will strive to achieve consensus on each element of the scoring. If consensus cannot be achieved, the scores will reflect the majority view and noted in the scoring document.

Proposals will be scored based on the Proposer's ability to complete the work outlined in this RFP. Proposals must attain a minimum score of 220 total possible points in Stage Two to continue to Stage Three.

### **Stage Three: Reference Check (30 points of total score)**

Proposals that pass the scoring criteria in Stage Two will have their references reviewed (see **Attachment 4**). CDPH staff will make a good faith effort to contact the references provided. **It is the responsibility of the Proposer to ensure that references are available and willing to provide said reference.**

Once reference checks are complete the points awarded for Stage Two and Stage Three will be combined for each compliant Proposal to calculate a standing total score. The three highest scoring Proposals will be approved to Stage Four to score the Cost Proposal. All other Proposals will not proceed to Stage Four and will not be considered for award.

### **Stage Four: Cost Proposal (140 points of total score)**

The three top scoring Proposals that pass the scoring criteria in Stage Two and Three will have their Cost Proposal reviewed (see **Attachment 5**). The Scoring Committee may use the information from the Cost Proposal to judge the cost/value effectiveness and adequacy of the proposed work. The Cost Proposal will be used to generate an associated score as described below.

A maximum of 140 points will be awarded for the Cost Proposal. The proposal offering the lowest total cost earns the maximum of 140 points. The remaining proposals earn Cost Proposal points through a cost conversion formula detailed below:

#### SAMPLE COST SCORE CALCULATION

Proposer	Bid Amount	Low Bid = Maximum points 140 Low Bid/Current Bid x 140 = Cost Proposal points
A	\$540,000	Low Bid = Maximum of 140.0 points
B	\$555,000	$\$540,000 \div \$555,000 \times 140 = 136.2$
C	\$572,000	$\$540,000 \div \$572,000 \times 140 = 132.2$

### **C. Preference Points**

A Proposer may qualify for preference points described below. The top three qualifying Proposals that are passed into Stage Four will receive the applicable preference points to be applied to the Proposal's total score. The CDPH will apply an incentive to bids proposing the utilization of DGS Certified SB/MB/DVBE firms identified on the **Bidder Declaration, GSPD-05-105 (see Attachment 6)**. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by CDPH prior to the award of the contract.

### **Small or Microbusiness Preference**

The Small Business (SB) preference provides a five percent (5%) preference in evaluating certified SB and micro-businesses bids. This preference applies when a non-small business has submitted the highest-scoring, responsive bid, and the SB:

- Includes in its bid a notification to the CDPH that it is a small business or that it has submitted to the DGS Office of Small Business and DVBE Services (OSDS) a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the DGS as a small business;
- Submits a timely, responsive bid; and
- Has been determined to be a responsible Proposer.

If the highest scoring responsive, responsible bid is already from a SB, than no SB preference calculations are performed.

Proposers having pending SB or DVBE Certification applications under review by the DGS during the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the SB preference during the bid evaluation. Contact DGS/OSDS at (916) 375-4940 for information about the application expedite process.

Proposers must notify the CDPH in writing at the time of bid submission that they have an application for SB or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Certification, and they wish to be considered for the Small Business Preference Calculation.

Information on how to become certified as a SB, and other related information can be found online: <http://www.dgs.ca.gov/pd/Programs.aspx>. Proposers qualifying for this preference must submit a copy of their Small Business Certification.

### **Non-Small Business Preference**

Similar to the SB preference, non-Small Business (NSB) Proposers will be granted a five percent (5%) non-small business preference on a bid evaluation when a responsible non-small business has agreed to **subcontract at least 25 percent** of their bid price with one or more California certified Small Businesses.

Responding Proposers must:

1. Include in its bid a notification to the CDPH that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more California certified small business(s),
2. Submit a timely bid as specified in the bid document;

3. Be determined to be a responsive, responsible Proposer; and
4. Identify the California certified small business(s) it commits to subcontract with. The Proposer shall list certified SB subcontractors and include their name, address, phone number, a description of the work performed, and the percentage (as specified in the solicitation) per subcontractor.

Further information can be found at:

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

A non-small business which qualifies for this preference may not take an award away from a certified small business.

### **Calculating the Small Business Preference**

The following procedure is used:

1. Calculate the “earned” score for all proposers as normal.
2. If the highest scored proposal is not from a certified small business or microbusiness, then:
  - a. Calculate 5% of the highest responsible proposer’s total score.
  - b. Add the amount calculated above to the score of each of the certified small business or microbusinesses. This new amount is the total score.
  - c. Award of the contract must go to the proposer with the highest point count.

An example of applying the small business preference to an RFP Secondary:

Proposers	A Non-SB preference	B Non- SB	C SB	D SB
Technical Evaluation (70 Max. points)	50	50	42	49
Cost (30 Max. points)	29.1	30.0	28.3	29.7
(cost points awarded are based on these bid amounts)	(\$103)	(\$100)	(\$106)	(\$101)
Total “earned” points for each proposer	79.1	80.0	70.3	78.7
<p>Proposer B’s was the highest scored proposal, a non-certified small business or microbusiness. Therefore points must be re-apportioned after application of the 5% calculation of B’s point score. B’s bid received 80.0 points. 5% of 80 is 4. All bids from certified small business or microbusinesses will receive 4 additional points. All bids from eligible non-small businesses will also receive 4 additional points.</p>				

Proposers	A Non-SB preference	B Non- SB	C SB	D SB
Point awards prior to preference points	79.1	80.0	70.3	78.7
Preference points	4.0	-	4.0	4.0
Total final points for each proposer	<del>(83.4)</del> 79.1	80.0	74.3	82.7
The highest scored proposal would be the proposal received from A. However A is not a SB, and the non-SB preference cannot be used to take an award away from a SB. Therefore the contract will be awarded to proposer D, at their original bid amount.				

*Preference calculations are for evaluation purposes only, and do not affect the contract payment amount.*

### **Disabled Veteran Business Enterprise Incentive**

The disabled veteran (DV) owner(s) of the Disabled Veteran Business Enterprise (DVBE) must complete the STD. 843 Disabled Veteran Business Enterprise Declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. The STD. 843, Disable Veteran Business Enterprise Declaration form is found at the following website: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>. The STD. 843 must be completed and submitted with Proposal.

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 California Code of Regulations (CCR) §1896.99 et seq. Only responsive and responsible Proposers are eligible to receive the incentive.

The CDPH will apply this incentive to bids proposing the utilization of Department of General Services (DGS) Certified DVBE firms identified on the STD. 843, DVBE Declaration form. The information provided shall be verified by CDPH prior to the award of the RFP.

- 1) The CDPH will apply an incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the **Bidder Declaration, GSPD-05-105 (see Attachment 6)**. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by CDPH prior to the award of the contract. The incentive amount is based on the amount of DVBE participation in the Proposal being evaluated per the Tables below.

Confirmed DVBE Participation of:	DVBE Incentive:
3% or above	5%.
2% to 2.99%	3%
1% to 1.99% inclusive	1%

- 2) When applying the DVBE incentive, a Non-Small Business (NSB) shall not displace an award to a DGS Certified Small Business. Refer to SCM Vol. 2, Section 3.5.5 for DVBE incentive percentage details.
- 3) The incentive points are included in the sum of non-cost points
- 4) The incentive points cannot be used to achieve any applicable minimum point requirements

### **Calculating the DVBE Incentive**

As per the table above, any DVBE incentive will be between 1% and 5% of the **total possible available points**, not including points for socioeconomic incentives or preferences.

An example of applying the DVBE incentive to an RFP Secondary:

Proposers	A	B	C	D
Proposers' DVBE participation	1.99%	0%	100%	2.99%
Technical Evaluation (70 Max. points)	50	50	42	49
Cost (30 Max. points)	29.1	30.0	28.3	29.7
(cost points awarded are based on these bid amounts)	(\$103)	(\$100)	(\$106)	(\$101)
Total "earned" points for each proposer	79.1	80.0	70.3	78.7

In this example, no proposers are SBs. Proposer B's was the highest scored proposal, a non-certified small business or microbusiness. Therefore, DVBE incentive calculations are performed on all proposers.

DVBE percentage is calculated according to the DVBE incentive table above. That percentage is multiplied by the total possible available points, in this case 100.

Proposer A did not meet the 2% DVBE threshold, so by the table, their participation is 1%. This 1% is then multiplied by the 100 total possible available points, to find that they receive 1 point. Proposer C is a DVBE, so their participation is 100%, however the incentive is capped at 5%, so they receive only 5 points. Proposer D has 2.99% (3%) participation, and receives 3 points.

Point awards prior to incentive points	79.1	80.0	70.3	78.7
Incentive points	1.0	-	5.0	3.0
Total final points for each proposer	80.1	80.0	75.3	81.7

The highest scored proposal is now the proposal received from D, and the contract will be awarded at D's original bid amount.

*Incentive calculations are for evaluation purposes only, and do not affect the contract payment amount.*

### **Ties between Certified Small Business and DVBE Business**

In the event of a precise tie between the bid of a small business and the bid of a disabled veteran enterprise that is also a small business, the award shall go to the disabled veteran enterprise that is also a small business.

### **Commercially Useful Function (Government code 14837)**

A certified small business, micro-business Contractor, subcontractor or supplier, must meet commercially useful function requirements under Government Code Section 14837(d) (4). Selected firms must perform a "commercially useful function" (CUF) relevant to this Contract.

The term "small business Contractor, subcontractor supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the Contract requirements by performing a commercially useful function. A person or an entity is deemed to perform a "commercially useful function" if that person or entity does all of the following:

1. Is responsible for the execution of a distinct element of the work of the Contract;
2. Carries out the obligation by actually performing, managing, or supervising the work involved;
3. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

4. Performs work that is normal for its business services and functions; and
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractors', or the supplier's role is limited to that of an extra participant in order to obtain the appearance of small business or disabled veteran business participation.

### **Proposer CUF Requirements**

In responding to this solicitation, you are confirming that, under California Code of Regulations 1896.1, your business provides goods and or services that meet the definition of "commercially useful function." All Bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105 and Commercially Useful Function (CUF) Certification, attachments included in this solicitation document. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Contract. Any Bidder awarded a Contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

### **Pending Small Business Certification**

If your firm is seeking small business certification in order to be considered for small business preference related to this solicitation, you must have : 1) notified the Department of General Services, Office of Small Business and DVBE Services (OSDS) that you are responding to a solicitation and are seeking an Expedite Review of your small business certification application in relation to the solicitation; 2) provided DGS OSDS with the bid key action dates page from the bid itself, and 3) must have submitted a complete application with all required forms and documentation to OSDS for review and approval by close of business of the Bid submittal due date.

Notify CDPH if, at the time of bid submission, your firm has a pending small business application with the Department of General Services, OSDS. The DGS will verify your certification is pending or has been approved.

### **Small Business Nonprofit Veteran Service Agencies (SB/NVSA)**

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.

## V. 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

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

CDPH 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. Solicitation Cancellation and Amendments

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

- Cancel this Solicitation;
- Amend this Solicitation as needed; or,
- Reject any or all Proposals received in response to this Solicitation

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

#### **No Contract Until Signed and Approved**

No agreement between CDPH and the successful Proposer is effective until the Contract is signed and approved by CDPH. Work shall not commence until the date specified in the Contract.

#### **Contract Amendment**

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

### D. Modification or Withdrawal of Proposal

A Proposer may, by letter to the Contact Person at CDPH, 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." Any such statement would be considered a conditional bid and the bid will be rejected.

## **E. 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.

## **F. Grounds to Reject a Proposal**

### **A Proposal shall be rejected if:**

- It is received after the exact date and time set for receipt of Proposals pursuant to Public Contract Code, Section 10344;
- It is lacking all required attachments;
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Proposer;
- 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;
- There is a conflict of interest as contained in Public Contract Code Sections 10410-10412 and/or 10365.5;
- It contains confidential information; and
- It is unsigned.

### **A Proposal may be rejected if:**

- It is not prepared in the mandatory format described;
- The firm or individual has submitted multiple Proposals for this Solicitation; and
- 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.

## **G. Award and Dispute**

Notice of the intent to award shall be posted in a public location on the following internet site: <https://www.cdph.ca.gov/Programs/OHE/Pages/CRDP.aspx>. The notice of intent to award shall also be sent to all Proposers via electronic mail. Proposers will have five working days to submit an intent to dispute from the date of public posting.

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

## **H. Disposition of Proposals**

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.

Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the CDPH.

## I. 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.

## J. Agreement Execution and Performance

Performance shall start on the date specified by CDPH. Due to the need to align each contract/grant within the CRDP, 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.

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.

All performance under the agreement shall be completed on or before the termination date of the agreement.

## K. 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.

**Community-Defined Evidence Practice (CDEP):** 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 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-Based 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)

**Earned Media:** Earned Media refers to publicity gained through promotional efforts other than paid media advertising, which refers to publicity gained through advertising, or owned media, which refers to branding. Examples of earned media include non-purchased print news stories and opinion editorials and television and radio interviews.

**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)

## Types 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 to 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 programs 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)

**Social Media:** Social media are technology-enabled means to create and share information, ideas, career interests, opinions and events via the internet or established networks.

**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.

**Priority 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)

## L. List of Acronyms

ADA: Americans with Disabilities Act

API: Asian Pacific Islander

CBO: Community Based Organization

CBPP: Capacity Building Pilot Project

CCC: Contractor Certification Clauses

CCR: California Code of Regulations

CD: Compact Disc

CDC: Center for Disease Control

CDEP: Community-Defined Evidence Project

CDPH: California Department of Public Health

CIBHS: California Institute for Behavioral Health Solutions

CM: Contract Manager

CMMC: California MHSA Multicultural Coalition

CMU: Contracts Management Unit

CRDP: California Reducing Disparities Project

CV: Curriculum Vitae

DGS: Department of General Services

DHHS: Department of Health and Human Services

DSM: Diagnostic & Statistical Manual of Mental Disorders  
DVBE: Disabled Veteran Business Enterprise  
EOA: Education Outreach & Awareness  
FEIN: Federal Employer Identification Number  
HIPAA: Health Insurance Portability & Accountability Act  
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  
OSDS: Office of Small Business & DVBE Services  
PCC: Public Contract Code  
PEI: Prevention & Early Intervention  
PM: Project Manager  
PUC: Public Utilities Commission  
SAMHSA: Substance Abuse & Mental Health Services Administration  
SB: Small Business  
SB/MB: Small Business/Microbusiness  
SES: Socioeconomic Status  
SMART: Specific, Measurable, Achievable, Realistic, & Time Oriented  
SME: Subject Matter Expert  
SOS: Secretary of State  
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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## VI. ATTACHMENTS

### Attachment 1: Required Attachment Checklist

Proposers shall use the checklist below to indicate that all required documents are included in the Proposal and in the order specified.

<b>Cover</b>	
<input type="checkbox"/> Yes	Cover Page
<input type="checkbox"/> Yes	Cover Letter
<input type="checkbox"/> Yes	Required Attachments Checklist ( <b>Attachment 1</b> )
<b>Technical</b>	
<input type="checkbox"/> Yes	Minimum Qualifications ( <b>Attachment 2</b> )
<input type="checkbox"/> Yes	Desired Qualifications Narrative
<input type="checkbox"/> Yes	Scope of Work Narrative
<input type="checkbox"/> Yes	Workplan
<input type="checkbox"/> Yes	Letters of Support ( <b>Attachment 3</b> )
<input type="checkbox"/> Yes	References ( <b>Attachment 4</b> )
<b>Cost Proposal</b>	
<input type="checkbox"/> Yes	Cost Proposal ( <b>Attachment 5</b> )
<b>Administrative</b>	
<input type="checkbox"/> Yes	Proposal/Proposer Certification Sheet ( <b>Attachment 6</b> )
<input type="checkbox"/> Yes	Secretary of the State Registration ( <b>Attachment 7</b> )
<input type="checkbox"/> Yes	Bidder Declaration (GSPD-05-105) ( <b>Attachment 8</b> )
<input type="checkbox"/> Yes	Contractor Information ( <b>Attachment 9</b> )
<input type="checkbox"/> Yes	Business Information Sheet ( <b>Attachment 10</b> )
<input type="checkbox"/> Yes	CCC-307 Certification ( <b>Attachment 11</b> )
<input type="checkbox"/> Yes	Payee Data Record ( <b>Attachment 12</b> )
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Non-Small Business Subcontractor(s) Preference Instructions ( <b>Attachment 13a</b> )
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Small Business Subcontractor(s)/Supplier Acknowledgement ( <b>Attachment 13b</b> )
<input type="checkbox"/> Yes	Darfur Contracting Act ( <b>Attachment 14</b> )
<input type="checkbox"/> Yes	Iran Contracting Certification ( <b>Attachment 15</b> )
<input type="checkbox"/> Yes	California Civil Rights Laws Attachment DGS OLS 04 ( <b>Attachment 16</b> )
<input type="checkbox"/> Yes	Commercially Useful Function (CUF) Certification ( <b>Attachment 17</b> )
<input type="checkbox"/> Yes	Follow-On Consultant Contract Disclosure ( <b>Attachment 18</b> )

### Attachment 2: Minimum Qualifications Self-Certification

I, \_\_\_\_\_, certify that the Proposer fulfills the following minimum qualifications and have attached documentation to verify each qualification:

Qualification	Yes/No	Documentation Provided:
1. Registered non-profit or for profit organization;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. At least three years of experience conducting education, outreach, and awareness projects focused on mental health; and	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Experience operating and managing a project similar in scope with an annual budget of \$250,000 or greater.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Attachment 3: Letters of Support Contact Information Sheet

Please provide three Letters of Support from individual members of populations that are systematically unserved, underserved, or inappropriately served in the mental health system and/or from non-profit organizations that serve systematically unserved, underserved, or inappropriately served in the mental health system. The letters submitted must provide insight into the respondent’s experience and commitment to working with the populations in California AND the respondent’s experience completing work similar to that detailed in the solicitation. Each letter should specifically detail the author’s experience with the Proposer, the impact the Proposer’s work had, and specific examples of the Proposer’s approach to working effectively with the priority population.

CDPH reserves the right to contact the letter authors for validation purposes. CDPH will not assign points for letters that cannot be validated. Proposers who submit more than three letters of support will not glean additional points. Only the first three letters included in the response will be reviewed.

Please type or print a list of the three authors of the Letters of Support submitted and use this Attachment as a cover sheet for the letters.

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**Letter 1: Individual / Organization (circle one)**

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Name (of Individual or Organization)

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Street address	City	State	Zip
Contact Person (if different from 'Name')		Phone	
Relationship			

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**Letter 2: Individual / Organization (circle one)**

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Name (of Individual or Organization)

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Street address	City	State	Zip
Contact Person (if different from 'Name')		Phone	
Relationship			

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**Letter 3: Individual / Organization (circle one)**

Name (of Individual or Organization)

Street address

City

State

Zip

Contact Person (if different from 'Name')

Phone

Relationship

**If three letters cannot be provided, please explain why:**

### Attachment 4: References Contact Information Sheet

Please provide three references of organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. CDPH will contact the provided references. CDPH will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner.

Please type or print a list of the three references for which you have performed services. A negative reference check may result in rejection at the sole discretion of the CDPH. References also must be provided for any subcontractors that will be used under this Contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street address	City	State	Zip
Contact Person		Phone	
Dates of service		Value or cost of service	
Brief description of service provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street address	City	State	Zip
Contact Person		Phone	
Dates of service		Value or cost of service	
Brief description of service provided			

**REFERENCE 3**

Name of Firm

Street address	City	State	Zip
Contact Person	Phone		
Dates of service	Value or cost of service		
Brief description of service provided			

**If three references cannot be provided, please explain why:**

## Attachment 5: Cost Proposal Sheet

Please fill out the Cost Proposal Sheet below with the total dollar amounts for each line item.

<b>CDPH-DEFINED DELIVERABLES:</b>	Amounts
1. Kickoff Meeting	\$
2. Progress Reports and Meetings	\$
3. Quarterly Collaboration Meetings	\$
4. Closeout Report and Meeting	\$
<b>PROPOSER-DEFINED DELIVERABLES:</b>	Amounts
5. Annual Mental Health Poll	\$
6. Storytelling Technical Assistance	\$
7. Community Engagement Plan	\$
8. Media Training	\$
9. Media Consulting Services	\$
10. Collateral Material	\$
11. Unanticipated Tasks	\$ (5% of total Contract)
<b>TOTAL AMOUNT FOR RESPONSIBILITIES AND DELIVERABLES:</b>	\$

**Attachment 6: Proposal/Proposer Certification Sheet**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures** by a representative authorized to bind the organization. **Facsimiles and signature stamps will be deemed non-compliant.** The original signature must indicate the title or position that the individual holds in the firm. **An unsigned Proposal may be rejected.** The proposal must be transmitted in a sealed envelope in accordance with Solicitation instructions.

Place all required attachments with this certification sheet.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document.

**An Unsigned Proposal Certification May Be Cause for Rejection.**

<b>Company Name</b>	<b>Telephone Number</b>
<b>Address</b>	<b>Fax Number</b>
<b>Contact Name</b>	<b>Title</b>
<b>Authorized Signature</b>	<b>Date</b>

**Attachment 7: Secretary of the State Registration**

Proposer's Federal Employer Identification Number (FEIN) and evidence that Proposer is registered with the California Secretary of State (SOS) to do business in California is required. The registration can be pending at the time of bid submission but must be complete by the time at which a Contract is awarded. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.

**Attachment 8: Bidder Declaration (GSPD-05-105)**

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

## Attachment 9: Contractor Information

**Date Form Completed:**

<b>Organization</b>	This is the information that will appear on your contract(s) (Standard Agreement).	
	Federal Tax ID # _____	Contract # _____
	Name _____	
	Mailing Address _____	
	Street Address (If Different) _____	
	County _____	
	Phone _____	Fax _____
Website _____		
<b>Contract Signatory</b>	The <b>Contract(s) Signatory</b> has authority to sign a contract(s).	
	Name _____	
	Title _____	
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____	Fax _____
Email _____		
<b>Project Director</b>	The <b>Project Director</b> 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 _____	
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____	Fax _____
Email _____		

**CONTRACTOR(S) INFORMATION FORM**

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

### Attachment 10: Business Information Sheet

A signature affixed hereon and dated certifies compliance with all cost requirements. The signature below authorizes the State to verify the claims made on this form.

Name of the Firm:		CA Corp. No. (If applicable)	Federal ID Number
Name of Principal (If not an individual):	Title:	Telephone Number	Fax Number
Street Address / P.O. Box		City	State Zip Code

**Type of Business Organization / Ownership (Check all that apply)**

<b>Ownership</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Joint venture <input type="checkbox"/> Association	<b>Corporation</b> <input type="checkbox"/> Nonprofit <input type="checkbox"/> For Profit <input type="checkbox"/> Private <input type="checkbox"/> Public	<b>Governmental</b> <input type="checkbox"/> City/County, California State Agency, Federal Agency, State (other than California) <input type="checkbox"/> Other: _____	<b>Other Type of Entity</b> <input type="checkbox"/> Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency <input type="checkbox"/> Auxiliary College Foundation <input type="checkbox"/> Other: _____
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**California Certified Small Business Status**     N/A     Microbusiness     Small business     NVSA

Certified By DGS    Certification No: \_\_\_\_\_    Expiration Date: \_\_\_\_\_

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: \_\_\_\_\_

**Small Business Type (If applicable)**     N/A     Services     Non-Manufacturer     Manufacturer

Contractor (Construction Type): \_\_\_\_\_     Contractor's License Type: \_\_\_\_\_

**Veteran Status of Business Owner**     N/A (not a veteran or not certified by DGS)

Disabled Veteran Certified by DGS    Certification No. \_\_\_\_\_    Expiration Date: \_\_\_\_\_

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: \_\_\_\_\_

If an application is pending, date submitted to DGS: \_\_\_\_\_

**Disadvantaged Business Enterprise Status:**     N/A     Approved by the Cal Trans, Office of Civil Rights.

Certification number issued by Cal Trans: \_\_\_\_\_    Expiration Date: \_\_\_\_\_

**Race/Ethnicity of Primary Business Owner**     N/A (No single owner possess more the 50% ownership)

<b>Owner's Ethnicity (check one)</b> <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Pacific-Asian <input type="checkbox"/> Other _____	<b>Owner's Race (check one)</b> <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other _____	<b>If Asian, Native Hawaiian or Pacific Islander (check one):</b> <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other _____
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**Gender of Primary Business Owner**     N/A (Not independently owned)     Male     Female

**Indicate possession of required licenses and/or certifications (if applicable):**     N/A (None required)

Contractor's State Licensing Board No.	PUC License Number CAL-T-	Required Licenses/Certifications (If applicable)
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Signature	Date Signed
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Printed/Typed Name	Title
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**Public Records Information**

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(s) and will be supplied to department contract staff, Department of General Services and possibly other public agencies. To access contract(s) related records, contact the Contract Management Unit, 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377 or call (916) 650-0100.

**Attachment 11: CCC-307 Certification****CCC 04/2017  
CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

## 6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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.

State of California—California Department of Public Health

# Attachment 12: Payee Data Record

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

<b>1</b>	<p><b>INSTRUCTIONS:</b> 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 <b>fully completed</b> 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.</p> <p><b>NOTE:</b> Governmental entities, federal, state and local (including school districts), are not required to submit this form.</p>								
<b>2</b>	<p><b>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</b></p> <hr/> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><b>SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</b></td> <td style="width:50%;"><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td><b>MAILING ADDRESS</b></td> <td><b>BUSINESS ADDRESS</b></td> </tr> <tr> <td><b>CITY, STATE, ZIP CODE</b></td> <td><b>CITY, STATE, ZIP CODE</b></td> </tr> </table>			<b>SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</b>	<b>E-MAIL ADDRESS</b>	<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>	<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>
<b>SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</b>	<b>E-MAIL ADDRESS</b>								
<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>								
<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>								
<b>3</b> PAYEE ENTITY TYPE  CHECK ONE BOX ONLY	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> <b>PARTNERSHIP</b>                      <b>CORPORATION:</b></p> <p style="margin-left: 100px;"> <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)  <input type="checkbox"/> <b>EXEMPT</b> (nonprofit)  <input type="checkbox"/> <b>ALL OTHERS</b> </p> <hr/> <p><input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b>  <b>ENTER SOCIAL SECURITY NUMBER:</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p style="text-align:center; font-size:small;">(SSN required by authority of California Revenue and Tax Code Section 19640)</p>		<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.</p>						
<b>4</b> PAYEE RESIDENCY TYPE	<p><input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 40px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.         </p>								
<b>5</b>	<p style="text-align:center;"><b>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.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</b></td> <td colspan="2"><b>TITLE</b></td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> <td><b>TELEPHONE</b> (    )</td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</b>	<b>TITLE</b>		<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> (    )
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</b>	<b>TITLE</b>								
<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> (    )							
<b>6</b>	<p><b>Please return completed form to:</b></p> <p><b>Department/Office:</b>    California Department of Public Health _____</p> <p><b>Unit/Section:</b> _____</p> <p><b>Mailing Address:</b> _____</p> <p><b>City/State/ZIP:</b> _____</p> <p><b>Telephone:</b> _____                      <b>FAX:</b> _____</p> <p><b>E-Mail Address:</b> _____</p>								

State of California—California Department of Public Health

**PAYEE DATA RECORD**

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

1	<p><b>Requirement to Complete Payee Data Record, STD. 204</b>  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.</p>
2	<p>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.</p>
3	<p>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).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>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(s) 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: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>  For hearing impaired with TDD, call:                      1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
5	<p>Provide the name, title, signature and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
<p><b>Privacy Statement</b>  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.</p>	

## Attachment 13a: Non-Small Business Subcontractor(s) Preference Instructions

<p><b>Preference information</b></p>	<p>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:</p> <ol style="list-style-type: none"> <li>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</li> <li>2. Has submitted a timely, responsive; and</li> <li>3. Is determined to be a responsible Proposer; and</li> <li>4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract(s).</li> </ol>
<p><b>Commercially useful function</b></p>	<p>A subcontractor(s) is deemed to perform a commercially useful function if the subcontractor(s) does the following:</p> <ol style="list-style-type: none"> <li>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</li> <li>2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices.</li> <li>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.</li> </ol> <p>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.</p>
<p><b>How to calculate 25% subcontract participation</b></p>	<p>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.</p>
<p><b>Use of proposed subcontractors / substitution</b></p>	<p>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.</p> <p>Small business subcontract substitution instructions will appear in the resulting agreement in a clause entitled "Use of Small Business Subcontractors".</p>
<p><b>Preference request instructions</b></p>	<p>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.</p> <p>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.</p>

**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 13b: 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 14: 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(s) 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                    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  
          below

**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.

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

**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 15: 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 California Department of Public Health Solicitation: 18-10144, Education, Outreach, and Awareness Consultant.

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.

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

## Attachment 16: California Civil Rights Laws

STATE OF CALIFORNIA

### CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES

OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*Federal ID Number*

*Proposer/Bidder Firm Name (Printed)*

*By (Authorized Signature)*

*Printed Name and Title of Person Signing*

*Date Executed*

*Executed in the County and State of*

## Attachment 17: Commercially Useful Function Certification

State of California-Health and Human Services Agency

California Department of Public Health

### COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION CDPH 9096A

Solicitation Number: \_\_\_\_\_

**Every certified SB, MB, & DVBE must complete this form if they will perform an element of the work.**

<b>1. BIDDER NAME (Completing Form)</b>					
*DOING BUSINESS AS" (DBA) NAME:		OSDS Certification #:		Expiration Date:	
<b>2. COMMERCIALLY USEFUL FUNCTIONS (CUF)</b>					
All certified Small Business, Micro Business, and/or DVBE prime contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837 (d)(4) (for SB) and Military and Veterans Code, Section 999(b)(S) (for DVBE).					
A. Is the GSPD-05-105 or GSPD-05-106 attached? OYes ONo					
B. Std. 843 form attached, if applicable? OYes ONo					
Please answer the following questions, as they apply to your company for the goods and/or services being acquired in this solicitation: Mark all that apply: ( ) DVBE ( ) Small Business ( ) Micro Business					
1	Will your business be responsible for the execution of a distinct element of the resulting work?	Yes	( )	No	( )
2	Will your business carry out the obligation of the contract by actually performing, managing, or supervising the work involved?	Yes	( )	No	( )
3	Will you perform work that is normal for your business, service and functions?	Yes	( )	No	( )
4	Will your business subcontract a portion of the work greater than would be expected by normal industry practices?	Yes	( )	No	( )
5	Will your business be responsible, with respect to products, inventories, materials, supplies required for the contract, negotiating price, determining quality and quantity, ordering, Installing (If applicable) and making payment?	Yes	( )	No	( )
A response of "No" in questions 1, 2, 3, & 5 or a response of "Yes" in question 4 may result in your quote being deemed non-responsive and disqualified.					
<b>AUTHORIZING SIGNATURE (REQUIRED)</b>					
The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.					
AUTHORIZED REPRESENTATIVE SIGNATURE:					
PRINTED NAME:		TITLE:			
		DATE:			
<b>CDPH PSB USE ONLY:</b> Approved <input type="checkbox"/> Denied <input type="checkbox"/>					
CDPH CPSS BUYER SIGNATURE:		PRINTED NAME:		*DATE:	

## Attachment 18: Follow-on Consultant Disclosure

### Follow-on Consultant Contract Disclosure

#### Background Information:

1. PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.
2. PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.
3. Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.
4. PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

#### Disclosure [Mark one (1) box]:

- I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this RFQ that are related in any manner to the services, goods, or supplies being acquired pursuant to this RFQ. **[Sign below.] This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the State.**
- Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this RFQ that may be related in some manner to the services, goods, or supplies being acquired pursuant to this RFQ. **[Sign below and attach to this document a detailed disclosure.]**

Name of Responding Firm	
<b>Signature</b>	Date Signed
Printed/Typed Name	Title

**Attachment 19: Scoring Criteria**

**Name of Proposer** \_\_\_\_\_

**Name of Scorer/ Rater** \_\_\_\_\_

**Stage One: Administrative Submission Review (Pass/Fail)**

Proposers that are scored as a “Pass” will continue to Stage Two. Proposers that are scored as a “Fail” will be deemed non-compliant and will not be eligible to receive an award.

<b>Criteria:</b>	<b>No</b>	<b>Yes</b>
All required documents are present and in conformance with the general submission requirements of this RFP. Required documents include Proposer Qualifications, Scope of Work, Workplan, and Attachments 1-16.	Fail	Pass
<b>RESULT:</b>		

**Stage Two: Technical Review (315 points)**

Proposers must score a combined minimum point value of 220 points in order to proceed to Stage Three. Points are combined from the Proposer Qualifications (see **Section I.C**), Scope of Work Narrative (see **Section II.B and II.C**), Workplan (see **Section II.D**), and the Letters of Support (see **Section II.E**). If a Proposal does not meet the minimum point value of 220 points it will be deemed non-compliant and will not be eligible to receive an award. If a Proposal receives a “Fail” on any of the Pass/Fail criterion (see **Attachment 2**), it will be deemed non-compliant and will not be eligible to receive an award.

Below is a summary scoring sheet by section followed by scoring sheets for each item within all sections.

Section	Point Value of Component	Minimum Point Value <small>(must be achieved to pass Stage Three)</small>	Point Value Earned
Proposer Qualifications	35		
Scope of Work Narrative	190		
Workplan	60		
Letters of Support	30		
<b>Total Stage Two</b>	<b>315</b>	<b>220</b>	

<b>Proposer Qualifications (35 points)</b>					
<b>Minimum Qualifications</b>	Fail			Pass	
The Proposer fulfills the minimum qualifications listed in <b>Attachment 2</b> and has attached documentation to verify each qualification.	No			Yes	
<b>Desired Qualifications</b>	Fail	Poor	Fair	Good	Outstanding
Proposer’s team can demonstrate support from, and a trusted relationship with, diverse communities, which may include the five priority populations as well as additional unserved, underserved, and/or inappropriately served populations, including subpopulations, especially from consumers and organizations and individuals that are involved in direct service provision. Subpopulations may include but are not limited to age, gender, sexual orientation, gender identity, immigration status, national origin, and language of origin.	0-1	2	3	4	5
Proposer’s team has significant experience working in a culturally and linguistically competent manner with hard to reach communities, especially on projects related to reducing mental health disparities.	0-1	2	3	4	5
Proposer’s team has successfully conducted effective education, outreach, and awareness projects as described in this solicitation, with emphasis on providing media and communications technical assistance in a variety of formats, such as print, radio, television and social media, and demonstrates the ability to help organizations produce original multi-media content, such as news reports, in-depth analyses, feature stories/profiles, op-eds and/or first person essays.	0-1	2	3	4	5
Proposer’s team has significant experience working with media and helping to place earned media stories in both the mainstream as well as with ethnic media channels.	0-1	2	3	4	5

Proposer’s team has significant experience working with social media to help communicate messages effectively.	0-1	2	3	4	5
Proposer’s team has significant experience creating and sustaining collaborations/partnerships with grassroots organizations across diverse languages and cultures.	0-1	2	3	4	5
Proposer’s team has experience working with County Mental Health or Public Health Departments and/or working on local/regional or statewide initiatives.	0-1	2	3	4	5
<b>Maximum Points Possible: 35</b>  <b>Note: If the Proposal is scored a Fail on Minimum Qualifications it is non-compliant and receives no score.</b>	<b>TOTAL SCORE:</b>				

<b>Scope of Work Narrative (190 points)</b>					
<b>CDPH-Defined Deliverables</b>					
<b>Deliverable 1: Kickoff Meeting</b>	Fail	Poor	Fair	Good	Outstanding
The proposed deliverable is aligned with the requirements listed in the scope of work; it is sufficiently detailed, realistic and reasonable in its approach, and staffed with adequate personnel at proper levels of authority.	0-1	2	3	4	5
<b>Deliverable 2: Progress Reports &amp; Meetings</b>	Fail	Poor	Fair	Good	Outstanding
The proposed deliverable is aligned with the requirements listed in the scope of work; it is sufficiently detailed, realistic and reasonable in its approach, and staffed with adequate personnel at proper levels of authority.	0-1	2	3	4	5
<b>Deliverable 3: Quarterly Collaboration Meetings</b>	Fail	Poor	Fair	Good	Outstanding
The proposed deliverable is aligned with the requirements listed in the scope of work; it is sufficiently detailed, realistic and reasonable in its approach, and staffed with adequate personnel at proper levels of authority.	0-1	2	3	4	5
<b>Deliverable 4: Closeout Report &amp; Meeting</b>	Fail	Poor	Fair	Good	Outstanding
The proposed deliverable is aligned with the requirements listed in the scope of work; it is sufficiently detailed, realistic and reasonable in its approach, and staffed with adequate personnel at proper levels of authority.	0-1	2	3	4	5
<b>Proposer-Defined Deliverables</b>					
<b>Deliverable 5: Annual Mental Health Poll</b>	Fail	Poor	Fair	Good	Outstanding

The proposed approach sufficiently details two unique strategies that focus on unserved, underserved, and/or inappropriately served communities as well as California's general population at large. The Proposer sufficiently justifies which populations will be polled from each group and how polls can be compared to provide insight on the sentiment towards mental health issues.	0-3	4-7	8-11	12-16	17-20
The proposed approach sufficiently details how specific survey questions will be developed with some proposed survey questions provided, how the survey will be administered, and the surveying and sampling methodology, including how the poll will achieve the required statistical significance.	0-3	4-7	8-11	12-16	17-20
<b>Deliverable 6: Storytelling Technical Assistance</b>	Fail	Poor	Fair	Good	Outstanding
The proposed approach sufficiently details how the storytelling technical assistance will be developed and delivered in a culturally and linguistically appropriate manner, including which mediums will be used for various communities and a justification as to why.	0-3	4-6	7-9	10-12	13-15
The proposed approach sufficiently details how the pilot projects and/or other recipients of the storytelling technical assistance disseminate the stories to their communities and/or the general population at large as well as the expected outcome from the work.	0-3	4-6	7-9	10-12	13-15
<b>Deliverable 7: Community Engagement Plan</b>	Fail	Poor	Fair	Good	Outstanding
The proposed approach sufficiently details what members from diverse communities will be involved; how they will be selected and retained, and how the county mental health departments will be involved.	0-3	4-7	8-11	12-16	17-20

The proposed approach sufficiently details the work to be carried out by selected community members representing diverse populations; and county mental health departments including proposed roles and responsibilities and the expected impact community members will have on the various aspects of the Contract.	0-3	4-7	8-11	12-16	17-20
<b>Deliverable 8: Media Training</b>	Fail	Poor	Fair	Good	Outstanding
The proposed approach sufficiently details the format for in-person media training sessions and how they will provide the necessary information regarding reporter protocols and media industry etiquette and how to form and articulate messages and strategies for obtaining earned media in a culturally and linguistically competent manner.	0-3	4-6	7-9	10-12	13-15
The proposed approach sufficiently details the number and schedule of media trainings and the staff to be assigned to those trainings as well as a justification for why that training schedule will be adequate.	0-3	4-6	7-9	10-12	13-15
<b>Deliverable 9: Media Consulting Services</b>	Fail	Poor	Fair	Good	Outstanding
The proposed approach sufficiently details how the Proposer will effectively monitor, track, and report on news media as well as strategies to provide additional services potentially needed by the OHE and/or the pilot projects.	0-3	4-6	7-9	10-12	13-15
<b>Deliverable 10: Collateral Material</b>	Fail	Poor	Fair	Good	Outstanding
The proposed approach sufficiently details what collateral material will be provided, how it will be provided in a culturally and linguistically competent manner, and how it will report on the progress, success, and lessons learned about the CRDP.	0-3	4-6	7-9	10-12	13-15

<b>Deliverable 11: Unanticipated Tasks</b>	Not Scored
<b>Maximum Points Possible: 190</b>	<b>TOTAL SCORE:</b>

<b>Workplan (60 points)</b>					
<b>Contractor Responsibilities</b>	Fail	Poor	Fair	Good	Outstanding
Workplan provides a step-by-step account of how the Proposer plans to complete all work outlined in the Contract.	0-4	5-9	10-13	14-17	18-20
Workplan is well-organized, detailed, and comprehensive, describing the tasks that will lead to the completion of all work in the Contract, including timelines and due dates.	0-4	5-9	10-13	14-17	18-20
Workplan identifies the team member(s) responsible for each activity and any associated needs from or impacts on CDPH staff and/or other Contractor(s). Tasks are appropriately staffed at proper levels of authority and proper number of personnel.	0-4	5-9	10-13	14-17	18-20
<b>Maximum Points Possible: 60</b>	<b>TOTAL SCORE:</b>				

<b>Letters of Support (30 points)</b>						
<b><u>Letter of Support 1:</u></b>		Fail	Poor	Fair	Good	Outstanding
Letter demonstrates a significant impact from the Proposer's work.		0	1	2	3-4	5
Letter demonstrates the Proposer working effectively with the priority population in a relevant manner.		0	1	2	3-4	5
<b><u>Letter of Support 2:</u></b>		Fail	Poor	Fair	Good	Outstanding
Letter demonstrates a significant impact from the Proposer's work.		0	1	2	3-4	5
Letter demonstrates the Proposer working effectively with the priority population in a relevant manner.		0	1	2	3-4	5
<b><u>Letter of Support 3:</u></b>		Fail	Poor	Fair	Good	Outstanding
Letter demonstrates a significant impact from the Proposer's work.		0	1	2	3-4	5
Letter demonstrates the Proposer working effectively with the priority population in a relevant manner.		0	1	2	3-4	5
<b>Maximum Points Possible: 30</b>	<b>TOTAL SCORE:</b>					

**Stage Three: Reference Checks**

Proposers who have passed Stage Two with the required minimum point value will move to Stage Three: Reference Checks. CDPH will make a reasonable attempt to the contact references provided. However, it is the sole responsibility of the Proposer to ensure that the provided references are available to respond in a timely manner.

Scoring will be based on the references’ experience with the Proposer as well as the success of the Proposer’s work on managing and implementing projects of similar scope and size. The following scoring criteria will be used:

<b>References (30 points)</b>						
<b><u>Reference 1:</u></b>		Fail	Poor	Fair	Good	Outstanding
Reference can attest to Proposer’s ability to successfully manage and implement projects of similar scope and size.		0-2	3-4	5-6	7-8	9-10
<b><u>Reference 2:</u></b>						
Reference can attest to Proposer’s ability to successfully manage and implement projects of similar scope and size.		0-2	3-4	5-6	7-8	9-10
<b><u>Reference 3:</u></b>						
Reference can attest to Proposer’s ability to successfully manage and implement projects of similar scope and size.		0-2	3-4	5-6	7-8	9-10
<b>Maximum Points Possible: 30</b>		<b>TOTAL SCORE:</b>				

**Stage Four: Evaluation of Cost Proposal**

The three top scoring Proposers will move to Stage Four. A maximum of 140 points will be awarded for the Cost Proposal. The Proposal offering the lowest total cost earns the maximum of 140 points. The remaining Proposals earn Cost Proposal points through a cost conversion formula. The following formula is used for the award of cost points:

<b>Proposer</b>	<b>Bid Amount</b>	Low Bid = Maximum points 140 Low Bid /Current Bid x 140 = cost points
A	\$540,000	Low Bid = Maximum of 140.0 points
	\$555,000	$\$540,000 \div \$555,000 \times 140 = 136.2$
B	\$572,000	$\$540,000 \div \$572,000 \times 140 = 132.2$
	\$540,000	Low Bid = Maximum of 140.0 points
C	\$555,000	$\$540,000 \div \$555,000 \times 140 = 136.2$

**Combining Proposer's Scores**

CDPH will combine the points of all qualifying Proposers from Stage Two for the technical review, Stage Three for reference checks, and Stage Four for the Cost Proposal to find the total scores for the top three qualifying Proposer using the table below. Once the total scores are found for all qualifying Proposers, CDPH will determine and confirm which entities, if any, are eligible to receive a bidding preference and will apply the preference as described in the RFP (see **Section IV.C**).

	<b>Maximum Possible Points</b>	<b>Points Awarded</b>
Stage Two: Technical Review	315	
Stage Three: Reference Checks	30	
Stage Four: Evaluation of Cost Proposal	140	
<b>TOTAL</b>	<b>485</b>	

# Attachment 20: Sample State Contract

STATE OF CALIFORNIA

## STANDARD AGREEMENT

STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER
---------------------	------------------

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

STATE AGENCY'S NAME (Also referred to as CDPH or the State)  
 California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)

2. The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_ or upon approval by DGS, whichever is later

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 this Agreement.

Exhibit A – Scope of Work	X pages
Attachment I – Scope of Work	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B, Attachment I – Unanticipated Tasks Work Authorization Form	X pages
Exhibit B, Attachment II – Budget	X page(s)
Exhibit B, Attachment III, Schedule 1 – Subcontractor Budget	X page(s)
Exhibit C * – General Terms and Conditions	<a href="#">GTC 04/2017</a>
Exhibit D – Special Terms and Conditions	7 page(s)
Exhibit E – Additional Provisions	7 page(s)
Exhibit F– Contractor Release Form	1 page(s)
Exhibit G – Information Privacy and Security Requirements	12 pages
Exhibit H – Resumes	X pages

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/Tools/Resources/StandardContractLanguage.aspx>.

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
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		<input checked="" type="checkbox"/> Exempt per: WIC Section 5897€ and 5814(g)
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
California Department of Public Health		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

## Exhibit A: Scope of Work

### 1. Service Overview

Contractor shall develop and implement strategies and technical assistance to help inform key stakeholders and the general public on the causes and consequences of ongoing and persistent mental health disparities and inequities due to the lack of culturally and linguistically responsive systems of care within identified populations. The Contractor will work closely with CDPH staff to help inform key stakeholder groups, policy decision makers, mental health program administrators and the general public on the causes and consequences of ongoing and persistent mental health disparities and inequities due to the lack of culturally and linguistically responsive systems of care. The Contractor shall provide technical assistance in regards to storytelling, media training, and media consulting services to CRDP grantees and CDPH staff to influence systems level changes. It is also the intent of this solicitation to secure a Contractor to get the attention of key stakeholders and policy decision makers to demonstrate how the innovative approach of CRDP is designed to better address the needs of unserved, underserved, and inappropriately served communities. These efforts should include building partnerships with county mental health departments, specifically county mental health ethnic service managers and mental health services act coordinators, and leveraging those partnerships to promote the work and approach of the CRDP.

### 2. Service Location

The services shall be performed in various locations throughout the state of California.

### 3. Service Hours

Normal Contractor working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, including state official holidays.

### 4. Project Representatives

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

<b>California Department of Public Health</b> [Enter Name of CDPH Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX	<b>[Enter Contractor Name]</b> [Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX
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B. Direct all inquiries to:

<b>California Department of Public Health</b> Section or Unit Name Attention: [Enter name, if applicable] Mail Station Code XXXX Street address, room/suite number P.O. Box Number e.g., 997413 City, CA, Zip Code e.g., 95899-7413  Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@cdph.ca.gov	<b>[Enter Contractor Name]</b> Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code  Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

<b>Remittance Address</b>
Contractor: [[Legal Business Name]]
Attention "Cashier":
Address
City, Zip
Phone
Fax
E-mail

D. 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. Progress Reports or Meetings**

- 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.

## 6. Services to be Performed

The Statewide EOA Consultant will provide services outlined in this solicitation to support the implementation of components of the community authored draft CRDP Strategic Plan aimed at systems change for unserved, underserved, and inappropriately served communities. The CRDP Strategic Plan seeks to reduce disparities in racial, ethnic, and LGBTQ communities by making California's public mental health system better able to recognize and effectively address the different linguistic and cultural needs of the various unserved, underserved, and/or inappropriately served communities through systems change. Through this Contract, it is expected that the Consultant shall outreach, educate and increase awareness within unserved, underserved and/or inappropriately served communities, as well as within the general population and help to effectuate systems change.

The Consultant shall work with CDPH and various CRDP stakeholders, which may include but are not limited to CRDP Phase 1 contractors and participants, CRDP Phase 2 contractors, local governments, county mental health departments (specifically county mental health ethnic service managers and mental health services act coordinators), and other key stakeholders to help facilitate an understanding of linguistic and cultural barriers that make obtaining effective mental health services difficult or impossible to obtain. Proposers are encouraged to develop approaches that are unique and respectful of the various cultural and linguistic differences between different communities the Contractor will work with. These approaches should take into account what communication channels, mediums and messages are most effective, what needs are most prevalent, and how messages are best designed across all priority populations.

- A. Deliverable 1: Kickoff Meeting - The Contractor shall attend a kickoff meeting with the CDPH Contract Manager (CM). The Contractor's Project Manager (PM) shall attend this meeting to discuss the administrative, fiscal, and technical aspects of this Contract as well as review the overall approach. Prior to the kickoff meeting the CM will develop an agenda, which the CM 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.
- B. Deliverable 2: Progress Reports & Meetings - The Contractor shall provide a monthly progress report. The progress reports must describe the progress made and include adequate specific details on key aspects of the Workplan to demonstrate fulfillment of the Contract. The reports must identify any problems or issues that arise and contain recommendations for resolution. In addition, the reports will include required Statewide EOA performance data as specified by CDPH in consultation with the Statewide Evaluator. This data will be used for evaluation purposes within the CRDP. Finally, the report will also detail updates as to recent efforts (as detailed in the Proposer-Defined Deliverables) to increase understanding of mental health inequities and their impacts, and how the Proposer is or plans to partner with local governments, county mental health departments, and/or other organizations to do so.

- C. Deliverable 3: Quarterly Collaboration Meetings - The Contractor shall meet with CDPH staff and other CRDP contractors/grantees on a quarterly basis. 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 be held in California one time per year and by video or teleconference three times per year. The in-person collaboration meeting is expected to cover two days. Contractors are responsible for their own travel costs for this convening.
- D. Deliverable 4: Closeout Report & Meeting - The Contractor shall compile a closeout report that summarizes the major efforts, findings, and lessons learned through the Contract term from the perspective of the Contractor. The Contractor shall deliver the closeout report in person during a meeting with CDPH to ensure thorough knowledge transfer. The Closeout Meeting must be completed before the end of the term of this Agreement. The PM will determine the appropriate meeting participants and particulars.
- E. Deliverable 5: Annual Mental Health Poll - The Contractor shall develop a strategy to create and conduct an annual poll of sentiment towards mental health issues within California. The segmentation of the poll should include California's various unserved, underserved, and/or inappropriately served communities, including, but not limited to African American, Asian Pacific Islander, Latino, LGBTQ and Native American populations, as well as the general population at large. The poll shall measure current and changing sentiment regarding issues pertaining to mental health across the different segments and to compare changes in awareness and attitude through the term of the Contract.
- F. Deliverable 6: Storytelling Technical Assistance - The Consultant shall provide technical assistance to CRDP Phase 2 contractors and pilot projects, and other unserved, underserved, and/or inappropriately served communities to document how mental health impacts various communities and the experiences and successes associated with the CRDP pilot projects. It is imperative that the Consultant is able to help the various people, organizations and/or communities tell their stories in a manner that is culturally and linguistically competent and shall include different mediums, including written, audio and video, as appropriate. The Consultant shall also work with the pilot projects and/or other recipients of the storytelling technical assistance to share the developed stories within their communities and/or the general population at-large. The storytelling technical assistance is intended to be continuous throughout the life of the Contract and should integrate into pilot project sustainability plans.
- G. Deliverable 7: Community and Key Stakeholder Engagement Plan - The Contractor shall develop a Community and Key Stakeholder Engagement Plan detailing how the priority communities as well as county mental health departments, specifically county mental health ethnic service managers and mental health services act coordinators, will be engaged and involved throughout the Contract term; the plan should also consider engaging other key stakeholders, such as the Mental Health Service Oversight and Accountability Commission and key decision makers. The Plan should detail the proposed approach, a description of how those partnerships will be leveraged and how the CRDP goals and strategies will be promoted. The Plan

should reflect the inherent goal of the CRDP for priority populations to be integral in the development and provision of EOA services.

- H. Deliverable 8: Media Training - The Contractor shall provide media training to OHE staff and CRDP contractors and pilot projects. Media training sessions shall take place in person and shall include, but are not limited to, understanding reporter protocols and media industry etiquette, forming and articulating messages. It should be noted that there is no budget within CRDP for buying media; as such, the Contractor should provide training in regards to developing strategies for obtaining earned media, and assisting in earned media placement as appropriate. Media trainings shall include interactive exercises.
- I. Deliverable 9: Media Consulting Services - The Consultant may from time to time be called on to provide media consulting services for events or news concerning the CRDP or the pilot projects. This may involve, but is not limited to, monitoring, tracking, and reporting on news pertaining to CRDP and related issues, preparing draft talking points, draft frequently asked questions, draft press releases, helping to prepare responses to specific media requests and helping to place earned media. In addition, the Consultant may, from time to time, work with CDPH to place earned media stories in ethnic and general media, as appropriate. This may involve working with CDPH's Office of Public Affairs as well as the Legislative & Governmental Affairs Office.
- J. Deliverable 10: Collateral Material - The Statewide EOA Consultant will be responsible for preparing collateral media about the CRDP. Collateral material should be developed bi-annually (twice a year), and will be used to help communicate progress, successes and lessons learned of CRDP. The collateral material will be used to help communicate to key stakeholders about CRDP. The collateral material must be culturally and linguistically appropriate and can employ various mediums, including, but not limited to written, audio and video mediums. It is expected that the Consultant will produce collateral material throughout the term of the Contract.
- K. Deliverable 11: Unanticipated Tasks - The Proposer shall anticipate and include up to five percent of the Contract value for unanticipated tasks. Unanticipated tasks may be assigned in the event that both parties agree that additional work, which was wholly unanticipated and not identified in the State's Solicitation document or the Contractor's bid submitted in response thereto, is necessary to the successful accomplishment of the general scope of work. These tasks will be billed at the Contractor's average hourly rate.

**Exhibit B:  
Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

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

Mailing:  
California Department of Public Health  
California Reducing Disparities Project  
P.O. Box 997377, MS 0022  
Sacramento, CA 95899-7377

Physical:  
1616 Capitol Avenue, MS 0022  
Sacramento, CA 95814

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

- D. Invoice shall:
  - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
  - 2) Invoices must be submitted to CDPH either electronically or in hard copies.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) 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.

**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 contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

**5. Expense Allowability / Fiscal Documentation**

- A. 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.

## 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. Progress Payment Withholds

In accordance with the PCC Section 12112, the state shall withhold, from the total amount or from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the States Project Representative/Contract Manager determining that the Contractor has satisfactorily completed all of the required services related to the services within the scope of work.

- 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.

**8. Travel and Per Diem Reimbursement**

No travel shall be permitted under this agreement.

**9. Payments for Unanticipated Tasks**

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.

**10. Revenue**

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.

**11. 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.

**12. Advance Payment**

No advance payment is allowed under this agreement.

SAMPLE

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:**



**Exhibit D:  
Special Terms and Conditions**

**1. Cancellation**

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement cancellation or termination 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 cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, 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. 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.

- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

## **3. 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.

#### 4. **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.

#### 5. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

## Exhibit E: Additional Provisions

### 1. Use of Disabled Veteran Business Enterprises (DVBE)

- 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.

### 2. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

### 3. Performance Evaluation

- 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 (PCC 10370).

### 4. Prohibited Follow-on Contracts

- A. No person, firm, or subsidiary awarded a consulting services agreement is prohibited from submit a bid or be awarded an agreement for services or goods suggested, in the end product of the awarded consulting services agreement
- B. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than ten 10% percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code. (Contract with Private architects, engineering, land surveying and contraction project management firms).

### 5. Insurance Requirements

Contractor shall comply with the following insurance requirements:

- A. General Provisions Applying to All Policies
- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

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

B. Insurance Coverage Requirements

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

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as

additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

## 6. Use of Small Business Subcontractors

- 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.

**7. Incorporation of Proposal or Bid**

The Contractor's proposal or bid is not attached hereto, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal or bid, this Agreement shall be controlling.

**8. Subcontract Requirements**

Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three complete quotations which should be submitted or adequate justification provided for the absence of bidding.

- A. 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.
- B. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- C. 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.
- D. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- E. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- F. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- G. 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."

**9. Documents, Publications and Written Reports**

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.

**10. Lobbying**

Any expenditure or use of funds (including grant funded positions) for any lobbying activities is 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.

**11. 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.
  
- a. 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 the 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 IT 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.

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer (and CDPH IT Service Desk)</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer  Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506	Chief Information Security Officer  Information Security Office California Department of Public Health P.O. Box 997413, MS 6302

	<p>Sacramento, CA 95899-7377</p> <p>Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a></p> <p>Telephone: (877) 421-9634</p>	<p>Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a></p> <p>Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874</p>
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- 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.

SAMPLE