



**DEPARTMENT OF DEVELOPMENTAL SERVICES
REQUEST FOR PROPOSAL (Secondary) HD259003**

Implicit Bias Training

Notice to Prospective Proposers

March 4, 2025

You are invited to review and respond to the Department of Developmental Services (DDS) Request for Proposal (RFP) HD259003, entitled “**Implicit Bias Training**.” By submitting a proposal, the Proposing firm agrees to the terms and conditions stated in this RFP.

In submitting a proposal, Proposers agree that they have read, understood, and will comply with the instructions found herein. Failure to comply with any of the requirements may result in the rejection of a proposal. By submitting a response, Proposers agree to the terms and conditions stated in this solicitation and any resulting agreement.

All agreements entered into with the State of California will include, by reference, the state's General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

This solicitation is published online on the **eProcurement System** webpage (formerly the California State Contracts Register) at <https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda that may be issued, and answers to any questions posed, Proposers must register online at <https://caleprocure.ca.gov/pages/>. If a Proposer does not have Internet access, a hard copy can be obtained by contacting the person listed below.

In accordance with the California Government Code and Americans with Disabilities Act (ADA) requirements, this RFP can be made available in a text-only format on a compact disc as a disability-related reasonable accommodation. Please contact the contract analyst listed below for an accessible version of the RFP.

In the opinion of DDS, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please contact:

Melanie Manus
Contract Analyst
Melanie.manus@dds.ca.gov

Department of Developmental Services
Implicit Bias Training RFP HD259003

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

The Disabled Veteran Business Enterprise (DVBE) participation requirement is waived for this RFP. However, DVBE participation is highly encouraged through the use of a DVBE incentive.

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I. PURPOSE

The California Department of Developmental Services (DDS) is soliciting proposals to assist in completing activities related to Implicit Bias Training as legislatively mandated and specified in Welfare and Institutions Code 4511.1.

This statewide solicitation is for training for all regional center (RC) employees and specified contractors only. It is expected that the trainings will be individualized to meet the training needs of each individual RC.

Welfare and Institutions Code 4511.1 allows RCs to procure their own implicit bias training with DDS approval. As such, the number of RCs in the state for which training must be provided may be reduced. The awarded contractor should have the infrastructure to deliver comprehensive training to all RCs and their contractors, including both in-person and virtual components as needed. The awarded contractor must also provide tools for accurate attendance tracking, real-time reporting, and evaluation of training effectiveness. DDS will inform the awarded contractor of the RCs that do not require training by the state contractor or if only a portion of the training is required.

II. BACKGROUND

RCs are nonprofit entities required by state law to provide assessments and eligibility determinations and provide service coordination including the development, purchase, and coordination of services for individuals with intellectual and developmental disabilities residing in a specific geographic area. There are twenty-one (21) RCs state-wide.

The 21 RCs are:

Alta California Regional Center (ACRC), Central Valley Regional Center (CVRC), Eastern Los Angeles Regional Center (ELARC), Far Northern Regional Center (FNRC), Frank D. Lanterman Regional Center (FDLRC), Golden Gate Regional Center (GGRC), Harbor Regional Center (HRC), Inland Regional Center (IRC), Kern Regional Center (KRC), North Bay Regional Center (NBRC), North Los Angeles County Regional Center (NLACRC), Regional Center of the East Bay, (RCEB), Regional Center of Orange County (RCOC), Redwood Coast Regional Center (RCRC), San Andreas Regional Center (SARC), San Diego Regional Center (SDRC), San Gabriel/Pomona Regional Center (SG/PRC), South Central Los Angeles Regional Center (SCLARC), Tri-Counties Regional Center (TCRC), Valley Mountain Regional Center (VMRC) and Westside Regional Center (WRC).

Information about RCs may be found here: <https://www.dds.ca.gov/rc/>

A map showing the geographic location of each RC may be found here: https://www.dds.ca.gov/wp-content/uploads/2019/09/DDS_RCMap.pdf

The RC Map and DDS Organization Chart can be found in Appendix 3.

III. TERM OF AGREEMENT

The term of the agreement is 2 years. The initial contract term is from 7/1/2025 – 6/30/2027 with a one-year option to renew.

Contractors are cautioned that no work shall begin until the Agreement has been fully executed. If work is performed prior to the Agreement approval, and the Agreement for any reason is not approved, all previous work performed by the Contractor is considered voluntary and no payment shall be made for that work.

IV. PROPOSER ELIGIBILITY CRITERIA

1. Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid response to this RFP. The Proposer must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Proposers must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.
2. Proposers, including the Proposer's representatives such as executives, officers, board members, and agents, must be responsible and have the capability to carry out the terms in this RFP. Proposers or Proposers' representatives who have had an agreement terminated for cause with DDS in the past 18 months may be disqualified. This restriction extends to all entities for which the Proposers' representatives have been responsible in whole or in part (e.g., making decisions, managing operations).
3. **Executive Order N-6-22- Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
4. The Disabled Veteran Business Enterprise (DVBE) Participation Program requirements for this solicitation have been exempted. However, DDS is committed to achieving legislatively established goals for the participation of DVBEs whenever possible. Please see Article XVIII Preference/Incentive Programs.

V. PROPOSER MINIMUM QUALIFICATION REQUIREMENTS

To be considered responsive, Proposers must meet all of the following Minimum Qualification Requirements and submit the required Attachments and any documents (e.g., resumes, executive summary) that clearly explain and substantiate how the particular Minimum Qualification is met. A responsive proposal is one that meets or exceeds all the requirements stated in this RFP. Any proposal that does not meet the Minimum Qualifications and does not submit the required documents may be considered nonresponsive and may be disqualified. Failure to satisfy any of these qualifications and requirements upon submittal of the proposal will result in the rejection of the proposal.

The Proposer responding to this RFP must serve as the Prime Contractor and therefore must meet the Proposer Minimum Qualification Requirements as stated in this section. The Prime Contractor must have the experience and qualifications to provide oversight to all proposed subcontractors. The Proposer must review and approve work products created by all proposed subcontractors.

Proposer will provide resumes for each of the Proposer's key personnel that will be used to complete the work outlined in this RFP that demonstrate experience in the following:

1. Each of the Proposer's personnel must possess a minimum of five years of documented experience designing and conducting implicit bias, unconscious bias and/or cultural and disability sensitivity training and evaluation, including in-person training delivery.
2. The proposal must demonstrate that Proposer's personnel and/or subcontractors proposed to assist Proposer in carrying out Scope of Work have at least five cumulative years of documented experience working with diverse communities within a developmental disability services system or other health and human services system, including diverse communities identified by race/ethnicity, language, and socioeconomic circumstances.
3. The proposal must demonstrate that Proposer's personnel and/or subcontractors proposed to assist Proposer in carrying out Scope of Work have at least five years of experience working cooperatively with government agencies, diverse community-based organizations, and constituency groups who prioritize reducing biases in the workplace, building enhanced awareness of implicit biases, and personal, professional and organizational growth.
4. Resumes for key staff must not exceed 3 pages in length.
5. The individuals used to complete the work outlined in this RFP must:

Hold a bachelor's degree from an institutionally accredited university, as listed on the U.S. Department of Education's Office of Postsecondary Education's web site at <https://ope.ed.gov/dapip/#/home> in any of the following areas:

- a. Communications
- b. Public Policy
- c. Government/Political Science

- d. Sociology
- e. Psychology
- f. Education

The proposer will provide photocopies of the individuals' school transcripts. Unofficial transcripts are acceptable.

6. Three references, including, but not limited to, companies and specific work performed that demonstrates the ability to provide the services sought by DDS as described in Article XI. Required Content of Technical Proposal, item E. Scope of Project, within the last five (5) years. No current or former DDS staff may be used as a reference. Proposer(s) must use Attachment 5, Proposer References.

VI. KEY ACTION DATES

All Proposers are hereby advised of the following schedule and shall adhere to the required dates and times.

| <u>ACTION</u> | <u>Date</u> |
|--|---|
| <u>Request for Proposal Released</u> | March 4, 2025 |
| <u>Mandatory Proposer's Conference</u> | March 13, 2025, 10:00 AM PT |
| <u>Questions Due</u> | March 21, 2025, by 5:00 PM PT |
| <u>DDS Response Posted</u> | April 1, 2025 (Tentative) |
| <u>Proposals Due</u> | May 1, 2025, by 4:00 PM PT |
| <u>Presentations</u> | May 23, 2025 – May 30, 2025 (Tentative) |
| <u>Five-day posting period of Intent to Award</u> | June 5, 2025 – June 13, 2025 (Tentative) |
| <u>Agreement Start Date</u> | July 1, 2025 (Tentative) |

**The Proposal Review time frame may be lengthened if TACPA Preference is requested.*

It is the responsibility of the Proposer to ensure that their proposal is in the possession of DDS Contracts Unit by May 1, at 4:00 PM PT. All dates after proposal submission are approximate and may be adjusted as conditions arise, without addendum to this RFP.

*RFP is available to prospective Proposers via the **eProcurement System** webpage (formerly the California State Contracts Register) at <https://caleprocure.ca.gov/pages/index.aspx>. Proposers must register with Cal eProcure to receive addenda that may be issued, for submittal of questions, and to receive answers.

VII. MANDATORY PROPOSER'S CONFERENCE

A MANDATORY Proposer's Conference will be held March 13, 2025. If a Proposer is unable to attend, a representative must be present. **Failure to do so will result in a rejection of a Proposal.** Attendees or their representative will be required to sign-in electronically. This will be a virtual proposer's conference and notice will be sent with the link to all Proposers registered to attend. The purpose of the Proposer's Conference is to ensure Proposers have adequate information to respond fully and comprehensively to DDS' requirements. During the conference, DDS staff will present an overview of the business environment, the work to be performed and the minimum proposal package requirements for this RFP. Please allow up to two hours for the conference. Questions will not be answered at the conference but will be recorded and answered on Cal eProcure on April 1, 2025. Proposers should thoroughly review the RFP and be familiar with its content and DDS' functional and technical requirements prior to the conference. Request for invitation to the Proposer's Conference should be made to Melanie Manus at melanie.manus@dds.ca.gov no later than **4:00 PM PST March 10, 2025.**

VIII. QUESTIONS

- A. Proposers requiring clarification of the intent or content relating to **RFP HD259003, Implicit Bias Training** or procedural matters regarding the competitive proposal process, may request clarification by submitting questions via email to the Contract Analyst, melanie.manus@dds.ca.gov. To ensure a response, questions must be received in writing by the scheduled date(s) given in Article VI. Key Action Dates. Inquiries received after the question submittal deadline will only be addressed at DDS' discretion. **ALL QUESTIONS MUST BE SUBMITTED IN WRITING.**
- B. On April 1, 2025 (tentative) all questions and their responses will be posted to Cal eProcure. The source of each question will not be indicated. Proposers should notify by email the Contract Analyst immediately if they need clarification about the services being sought or have questions about the RFP. ***Note: it is the responsibility of the Proposer to check Cal eProcure for questions and/or changes within the RFP as all questions, answers, and addenda will be posted. DDS will not be held responsible for inaccurate proposals due to proposer's oversight in reviewing any and all information via Cal eProcure.***
- C. The subject line of the email will read, **RFP HD259003, Implicit Bias Training** Questions – Company Name.
- D. DDS may paraphrase questions at its sole discretion for clarity.
- E. DDS will answer questions at its sole discretion.

IX. ADDENDA

DDS may modify **RFP HD259003, Implicit Bias Training** prior to the Intent to Award date, by the issuance of an addendum. Any modifications to the RFP will be provided in writing, via a formal addendum, and posted on the Cal eProcure website. All Proposers registered in Cal eProcure will have access to view and download the addendum. Addenda will be numbered consecutively.

X. REQUIRED FORMAT OF PROPOSALS

- A. To compare and evaluate proposals objectively, all proposals must be submitted in accordance with the format below. Failure to comply with the format set forth herein may result in rejection of the RFP response. In your proposal, please respond to each task by repeating the task prompt at the top of the section and referring to the task numbers used in this RFP. Proposals are to be submitted in 8 1/2" x 11" size, typed in a font size no less than 12 and submitted in paper form, single-sided, bound with a simple method of fastening.
- B. The Proposer must submit an original proposal labeled "MASTER PROPOSAL", and one (1) additional electronic copy of the proposal must be submitted on a USB thumb drive. Proposals not submitted in a sealed envelope may be rejected. All documents shall be in Microsoft Word or PDF, except for the cost proposal, which shall be in Microsoft Excel.

The original proposal must be marked "MASTER PROPOSAL." If discrepancies are found between the electronic proposal and the master proposal, the "MASTER PROPOSAL" will prevail over all others.

- C. If discrepancies between sections or other errors are found in the "MASTER PROPOSAL," the State may reject the proposal. However, if not so rejected, the "MASTER PROPOSAL" will provide the basis for resolving such discrepancies. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal.
- D. Lengthy narrative is discouraged; proposals should be brief, concise and well organized. Proposals should not include extraneous or unnecessarily elaborate promotional material. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner to be uniquely identified. Proposers should use the following outline in organizing the contents of their proposals. (See Article XI. Required Content of Technical Proposal for details.)

Cover Letter
Table of Contents
Executive Summary
Resumes
Scope of Project
Labor Hours Worksheet
Required Attachments and Conditional Documents
Cost Proposal

- E. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.

XI. REQUIRED CONTENT OF TECHNICAL PROPOSAL

Each proposer must submit a Technical Proposal that contains all the required items listed below in the order they appear.

- A. **Cover Letter** must be on the Proposer's letterhead. The cover letter must include a statement agreeing to the requirements of the RFP. If the Proposer is a Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), as described on Internet web site <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=osds>, it shall be indicated on the proposal cover letter. Submit a copy of a current Office of Small Business and DVBE Services (OSDS) certification approval letter or have a completed application on file with the State OSDS by 1:00 p.m. on the deadline for submission of proposal and be verifiable by that office as an approvable application. The Proposer should not include any limiting statements in the cover letter that would preclude the Proposal from being held as an irrevocable offer until the anticipated agreement start date of **July 1, 2025 (tentative)**.

The cover letter must be signed by the prospective Proposer. It may be signed by an authorized agent of the Proposer only if the agent is properly authorized by a power of attorney or equivalent document. Such authorization must be submitted with the Proposal. The name of the individual signing the proposal must be typed immediately below the signature.

- B. **Table of Contents** that includes a listing of any attachments, samples, and appendices. The table of contents must display appropriate page numbers for each item listed.
- C. **Executive Summary** of no more than four (4) pages that summarizes the following:
1. How the proposer has the organization, management capability, and expertise to perform the tasks identified immediately below in Article XI.-Required Content of Technical Proposal, Item E. Scope of Project
 2. Titles, qualifications, and number of staff and subcontractors that will be used
 3. A plan of how the Proposer will integrate the work described in the RFP with their current activities
- D. **Resumes** for each key staff member including subcontractors (if applicable). Key staff are individuals who will exercise a major administrative role or major policy or subcontractor role as identified by the Proposer. Resumes must demonstrate how key staff meet the requirements outlined in Article V. Proposer Minimum Qualification Requirements. The resumes provided for key staff members must match the names of key staff members listed in Attachment 3 – Cost Proposal Worksheet and Attachment 13 – Labor Hours Worksheet.
1. Each resume must not exceed three pages in length.

E. Scope of Project

The Proposer must detail the performance of all tasks described herein. Any deviation from the tasks described in Article XI. Required Content of Technical Proposal, Item E. Scope of Project will not be considered and will cause a proposal to be rejected. This RFP seeks proposals addressing the following four sections:

Section 1 – Coordination and Communications with DDS

This section of the Technical Proposal must acknowledge the Proposer's commitment to completing all the requirements specified below and must provide a description of the approach and methodology by which the Proposer will accomplish all the associated subsections and activities. The Technical Proposal must contain sufficient detail to convey the Proposer's knowledge of the subjects and skills necessary to successfully complete the Project as stated in this section.

The successful proposer shall coordinate communications with DDS during the entire agreement period. The successful Proposer shall provide timely and accurate communication and coordination with DDS staff and other board, bureau, and program staff; attend and provide a summary of meetings, including action items, as required. The proposal must include the following information to address activities in this section which include the following subtasks. The activities include, but are not limited to, the following subsections.

A. Orientation Meeting

The Technical Proposal must include a detailed plan for conducting an orientation meeting that will occur within the first two weeks of the commencement of this agreement. The Technical Proposal must ensure that all key personnel of the prime contractor and any subcontractor(s) including the management team (Project Manager, Fiscal Manager, and any other key personnel), and significant subcontractors will meet in person with DDS for up to two hours, at a date and location that is to be determined by DDS.

The successful Proposer must develop the meeting agenda in coordination with DDS, take minutes, and, within five working days after the meeting, submit the meeting minutes to DDS by email for review and approval. The orientation meeting must address all sections, including timelines, questions, and concerns about the implementation of the contract.

B. Management Meetings

The Technical Proposal must include a plan to hold regular management meetings between DDS and the successful proposer's Project Manager to review and discuss implementation and status. The frequency and location of meetings will be determined by DDS. The Technical Proposal must acknowledge and ensure that the successful proposer's key personnel, including staff and any proposed subcontractors, will be present and must attend, at the request of DDS, the meetings to discuss progress and issues pertaining to implementation of the contract. The meetings may be held either in person at DDS headquarters in Sacramento, California, other agreed upon location, or may be conducted online at DDS' request. The successful proposer must develop the meeting agenda in coordination with DDS, provide summary, and, within five working days after the meeting, submit the meeting summary to DDS by email for review and approval. The agenda must include, but is not limited to, the status of all pending activities along with deadline, status, issue(s), and person(s) assigned to each activity.

C. Contract Reporting Activities

The Technical Proposal must include a detailed plan for providing DDS with monthly activity and budgetary progress reports summarizing contract activities and expenditures during the prior month. The report will also include objectives (and associated activities) for future months.

Proposer must provide a narrative detailing how the Proposer intends to meet the following:

Provide a close out report no later than 30 days prior to the contract's expiration date. The report should include outcomes, evaluations and overall impact of the trainings, lessons learned, data collected and recommendations for improving future implicit bias trainings.

Section 2 – Proposer's Personnel and Organizational Structure

Proposer will provide an overview of all key personnel and capabilities in implementing each of the deliverables identified in Article X. Required Content of Technical Proposal, Item E. Scope of Project. Proposer shall identify the staff assigned to each section of the Scope of Project, and the staff's expertise in this area.

Proposer will provide an overview of the organizational structure defining support and ancillary staff responsibilities, liaisons to DDS, and defined reporting relationships.

Section 3 – Technical Experience

Proposers will provide a narrative of the Proposer's experience with California's developmental disability system including RCs, cultural and linguistic competency, and strategies to promote and reduce disparities.

Proposers will provide a narrative of the qualifications and experience that will result in a successful assessment of the state of implicit bias training in the RC system.

Proposers will provide a narrative of how the Proposer's work and/or educational experience with strategies for systems change related to implicit bias training, policy or practice, to improve service delivery, access and equity for individuals who receive services.

Section 4 – Additional Knowledge, Expertise, and Skills

Proposers will address each of the following:

1. How does your organization define implicit bias?
2. Describe your experience in assisting your clients in addressing concerns identified in implementing implicit bias training. What steps did you recommend addressing those concerns?
3. If applicable, describe any experience with change management. Please note if this change management work was related to implicit bias.
4. Describe your knowledge of and/or experience with the California service delivery system for persons with developmental disabilities.
5. Describe your methods for ensuring accurate training registration and course completion information, as well as the issuance of course completion certificates.
6. Describe how your organization has ensured that information and skills acquired by trainees regarding implicit bias is maintained over time.
7. What strategies have you implemented to assist individuals who are resistant to implicit bias training?

Section 5 – Logic Model

The proposal shall include a logic model that illustrates the steps linking implicit bias training to measurable improvements in outcomes for consumers. The Proposer should recommend measures to assess the impact of the training at each step of the logic model. The logic model must reference peer-reviewed research findings demonstrating that implicit bias training can lead to specific, measurable impacts, including knowledge increases, behavior changes, and systematic improvements.

Section 6 – Work Plan

- A. Proposers shall submit a draft work plan identifying detailed tasks and timelines to implement the project deliverables, including in-person and virtual training components, real-time reporting mechanisms, and evaluation tools. The work plan shall include objectives, activities, responsible parties, outcomes/deliverables, and timelines. It must also account for infrastructure to support attendance tracking, certification issuance, and continuing education credits. The work plan will outline effective administration, capacity, and contingency plans to successfully implement the contract deliverables and coordinate with RCs.
- B. Within 45 days of execution of the contract, the awardee shall work with DDS to refine the workplan. The winning proposal will be incorporated as Exhibit A, Scope of Work, which will become the workplan.

- C. The Proposer understands that the work plan may be modified by DDS upon contract execution. Proposer will provide a final workplan for DDS approval within 14 days of receiving input.

Section 7 – Strategies

- A. Proposers will provide a general strategy that address the following:
1. How to overcome barriers or obstacles to implementation
 2. Plan for delivery of accessible materials in plain language and easy-to-understand concepts
 3. Demonstrate capacity to adapt curricula and professional development/training to the intellectual and developmental disability context
 4. Strategy for creating actionable recommendations that reduce institutional biases within an RC
 5. The current state of implicit bias training at each of the RCs subsequent to initial training provided to RC staff and required contractors.
- B. Proposers will provide a strategy to leverage data to understand the current conditions in each RC catchment area, and identify the impact, if any, of existing practice and policies on service delivery including processes for:
1. Analyzing available RC catchment and administrative data
 2. Assessing each RCs' implicit bias status
 3. Creating actionable recommendations to measure impact of implicit bias training and ongoing support for implementation within an RC

Section 8 – Training

A. Training Curriculum

Proposers will provide a narrative of the Proposer's plan to develop a statewide implicit bias training.

Proposers, in developing the training curriculum, must consider:

1. A curriculum that aims to reduce and mitigate individual and systemic biases and lessen negative impacts of implicit biases on individuals and families requesting or receiving services from RCs. Initiate discussions with the Association of Regional Center Agencies (ARCA) and Training and Information Group (TIG) to determine the best way to provide training modules to RC staff and contractors. The discussion should include how best to utilize the ARCA Learning Management System (ARCA Learn) to capture training registration and completion information, and to produce data reports.
2. Input from DDS, RCs, and stakeholders, to include but not limited to self-advocates, families, advocates, and community-based organizations, and informed by the results of a survey of each RC's knowledge and capacity or understanding of implicit bias;

3. The core tenets of implicit bias which include, but are not limited to, acknowledgement that unconscious biases exist with every individual, identification of one's own implicit biases, impacts of stereotyping and discrimination (including ableism), setting individual expectations and removing biases from the decision-making process;
4. Relevant research on how implicit bias training can reduce negative impacts of implicit bias, with a focus on individuals who have intellectual/developmental disabilities;
5. Actionable steps trainees can take to recognize and address their own implicit biases;
6. Practical and engaging strategies when implementing the training curriculum to allow people with varying perspectives to have a safe space for learning;
7. The impact of bias on public benefit programs, including RC services;
8. Be adaptable so it can be tailored for each RC, the various functions conducted by an RC (such as assessment for eligibility, service coordination, resource development), various staff levels, and complement work already done to address implicit bias;
9. The use of easy-to-understand concepts in training materials that are appropriate for all individuals participating in the training courses;
10. Delivery in various ways such as in-person, virtual (remote/online), or hybrid. In-person training shall be delivered at each RC required to receive training from the Contractor at least once annually ;
11. Recommendations for follow-up trainings and/or assessments to maintain and expand the knowledge gained.

B. Quantitative and Qualitative Measures

Proposer must demonstrate how the Proposer will develop both quantitative and qualitative measures that DDS and RCs will use to assess the individual and systemic outcomes and impacts of implicit bias training at RCs, both during and immediately after the training and at specified periods after the training.

Examples of quantitative and qualitative outcome/impact measures that could be developed are:

1. Pre/post assessment of staff perspectives about the characteristics, preferences, and abilities of individuals from a variety of race/ethnic, language, socioeconomic, and disability groups;
2. Pre/post assessment of staff knowledge of their own implicit biases and observable skills in regulating their behavior to compensate for their implicit bias;
3. Changes in outreach, intake, assessment, and eligibility determination data;
4. Changes in per capita purchase of service (POS) authorizations and expenditures;
5. Changes in access to other services not funded through the developmental disabilities services system;
6. Findings from interviews with RC and contractor staff and members of the local developmental disability community;
7. Assessments of relationships among regional staff and contractors and self-advocates/families and community-based organizations (CBO).

The Proposer should discuss the relative merits and weaknesses of different types of measures, such as self-reports of bias vs. tools like the Implicit Bias Assessment Test, or measures of perspectives vs. measures of behavior.

Proposer must acknowledge they will provide implicit bias training at RCs selected by and/or according to a schedule approved by DDS. Welfare and Institute Code 4511.1 allows RCs to procure their own implicit bias training with DDS approval. The awarded contractor(s) will be informed by DDS of the RCs that do not require training by state contractor or if only a portion of the training is required at a specified RC.

C. Post-Training Activities

Proposer must demonstrate how the Proposer plans to accomplish post-training activities:

1. Be available to provide consultation and actionable steps for RC staff and contractors to recognize, understand and address their own implicit biases;
2. Identify follow-up steps that RCs and/or DDS can implement to facilitate the application of the information learned during the training.
3. Suggest revisions to the training curriculum to improve its efficacy.

D. Training Reports

Proposer must demonstrate how the Proposer will develop the following reports:

1. Provide an initial report following completion of the first series of training for all RCs. The report should address how the trainings will have an impact on outcomes for individuals and families served.
2. A written report following completion of the initial meeting with ARCA and the Training and Information Group (TIG). The report should summarize the outcomes of each meeting and the plan to utilize the ARCA Learning Management System.
3. Every six months, based on outcomes and evaluations of trainings, provide DDS with recommended actionable steps DDS and RCs can implement to further reduce implicit biases. These recommendations should reflect input and data collected through the measures developed to meet the requirements specified in the initial ARCA and TIG meeting report (see previous paragraph).
4. A written report that provides guidance on how RC and contractor executive staff can best support their staff's experience with the implicit bias training, before, during and after the training.

Section 9 – Section 508 Compliance

Proposer must demonstrate how the Proposer will ensure the following:

Compliance with Americans with Disabilities Act (ADA) requirements and meeting the technology recommendations and minimum standards described in Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C Section 784). This shall include, but is not limited to, requests for interpretation and/or translation of any training presentations, closed captioning on all training video materials and any additional accommodations;

XII. LABOR HOURS WORKSHEET

Proposers must provide a breakdown of hours by task using the template in Attachment 14 as a guide. Proposers must demonstrate the number of hours to be completed by an individual for the task they are assigned to. The labor hours worksheet must not contain costs. However, the hours listed in the labor hours worksheet must match the labor hours listed in Attachment 3, the Cost Worksheet.

XIII. REQUIRED ATTACHMENTS AND CONDITIONAL DOCUMENTS

Proposers must include each item listed in the Appendix – 1 REQUIRED ATTACHMENTS proposals shall include the following **required** attachments:

Attachment 1– Required Attachment Checklist
Attachment 2 – Proposal/Proposer Certification Sheet
Attachment 3 – Cost Proposal Worksheet (*Submitted in Excel as well as hardcopy*)
Attachment 4 – Proposer Point of Contact
Attachment 5 – Proposer References
Attachment 6 – Payee Data Record (STD 204) and Payee Record Supplement (STD 205) (STD 205 required only if applicable).
Attachment 7 – Contractor Certification Clauses (CCC 04/2017)
Attachment 8 – Proposer Declaration (GSPD-05-105)
Attachment 9 – Insurance Acknowledgement
Attachment 10 – Proposal Incentives and Preferences Certification
Attachment 11 – Resumes
Attachment 12 – Statement of Assurances for Protection of Protected Health (HIPAA)/ Business Associate Agreement (BAA) Acknowledgement
Attachment 13 – Labor Hours Worksheet

The following documents must be included in the submission, if applicable:

Attachment 14 – Copy of California Certified Small Business (SB)/Microbusiness (MB) Certification
Attachment 15 – Target Area Contract Preference Act (TACPA) (STD 830)
Attachment 16 – Proposer’s Summary of Contracting Activities and Labor Hours (DGS PD 526)
Attachment 17 – California Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843)
Attachment 18 – Darfur Contracting Act Certification (DGS PD1)

Attachment 19 – Iran Contracting Act Verification Form (DGS PD 3)
Attachment 20 – California Civil Rights Law Certification (DGS OLS 04)
Attachment 21 – California Secretary of State Certification of Status

All attachments and documents not linked in this section can be found in Appendix 1.

XIV. COST PROPOSAL

Use the sample Cost Proposal Worksheet, Appendix 1, Attachment 3, **as a guide** in preparing your cost proposal and submit in *Microsoft Excel*. See Appendix 1, Attachment 3, Cost Proposal.

Indirect/overhead costs cannot exceed 15% of the proposed total.

Where applicable, a proposer should carefully examine work sites and specifications. No increases to the cost bid submitted by any proposer will be allowed due to a proposer's lack of careful examination of work sites and specifications.

XV. PROPOSAL SUBMITTAL

- A. All proposals must be received in DDS' Contracts Unit **by 4:00 p.m. PT, May 1, 2025**. Proposals not received by the date and time specified will be rejected.
- B. **Incomplete or late proposals will not be considered.** DDS reserves the right to refuse all proposals.
- C. DDS will not accept more than one proposal for the same region from a single individual, firm, partnership, corporation, or association whether submitted under the same or different names.
- D. DDS will not accept single bids submitted by a joint proposer. Additionally, if a bid is submitted by a subsidiary of another entity, the main entity must sign and be responsible for the contract.
- E. All proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked, as shown in the following example:

*Your Organization
123 Your Street, Room 100
Your City, Your State 90000*

"RFP HD259003 Implicit Bias Training, Attention: Melanie Manus – DO NOT OPEN."

Proposal must also include a USB thumb drive (flash drive) containing an electronic copy of the entire proposal packet. **Deliver** proposals under sealed cover to:

Department of Developmental Services
Attention: **Melanie Manus**
1215 O Street, MS 10-10
Sacramento, CA 95814

- F. ***All electronic versions of documents in the Proposal shall be in Microsoft Word or portable document format (PDF), except for the Cost Proposal, which shall be in Microsoft Excel.***

Neither the postmark on the proposal envelope nor receipt in DDS' mail room constitutes timely delivery. Any proposal received in the Contracts Unit after the date and time specified in Article VI., Key Action Dates will not be considered. It is the State's policy to make every effort to ensure that all proposals have been received and properly timestamped; however, Proposers are ultimately responsible for ensuring timely receipt of their proposal. Proposers may verify receipt of their proposal by contacting the person identified in the cover letter of this RFP. *Receipt confirmations only confirm receipt of proposals and do not assess proposers' responsiveness to the RFP requirements in the proposal content or in any attachments therein.*

- G. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DDS may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiving of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
- H. DDS does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) and any other provisions outlined in this RFP are not negotiable.
- I. DDS reserves the right to cancel this RFP without cause at any time.
- J. DDS reserves the right to reject all proposals.
- K. The Proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- L. The Proposer may withdraw a proposal by submitting a written withdrawal request to DDS, signed by the Proposer. The Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- M. DDS may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum on the Cal eProcure website.
- N. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- O. Proposers are cautioned to not rely on DDS during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Before submitting

their documents, Proposers should carefully proof them for errors and adherence to the RFP requirements. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants involved will be considered in this or future procurements.

XVI. EVALUATION PROCESS

Upon opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. DDS will put each proposal through a process of evaluation to determine its responsiveness to DDS' needs. Proposals that contain false or misleading statements, which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of DDS, such information was intended to mislead DDS in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal. Those proposals meeting the RFP requirements will undergo a two-phase evaluation process. A committee made up of DDS-selected representatives (hereinafter referred to as the Evaluation Committee) will evaluate the proposals and, through consensus, will arrive at a single score for each of the evaluation criteria.

First Phase Evaluation – Intake and Compliance Review (Pass/Fail)

A pass/fail evaluation will be completed for each proposal by DDS staff. To pass this Phase I review, each Proposer must include the required items listed in Articles X. Required Format of Proposals. XI. Required Content of Technical Proposal, and XIII. Required Attachments and Documents. Any material deviation from the RFP required attachments or documents may result in a fail score and the proposal will not be evaluated for Phase II. Proposers who pass Phase I by meeting this standard shall qualify to move on to Phase II.

Second Phase Evaluation – Proposal Evaluation (Total Possible Score 233 Points)

All proposals passing Phase I will be submitted to the Phase II Evaluation Committee. The Phase II Evaluation Committee of not more than five (5) members will be comprised of representatives from DDS. The Evaluation Committee will conduct the evaluation of the proposals and the accompanying literature. The Evaluation Committee will evaluate each proposal using the evaluation criteria in Appendix 2. Proposals must score a minimum of 163 points to move on to the Third Phase Presentation.

Third Phase Presentation – Presentation of Proposal (Total Possible Score 22 Points)

All proposers passing Phase I and Phase II will be required to present their proposal to the Evaluation Committee. The Evaluation Committee consists of staff that served as panel members in Phase II. Presentations will be via video conference.

The Evaluation Committee will evaluate each of the presentations based on the following proposal presentation requirements:

Presentation is limited to a maximum of 60 minutes, followed by 15 minutes for follow up questions and answers by DDS' Evaluation Committee. Proposers may use visual aids or any other form of communication to present their proposals, and includes:

- Experience working with DDS, RCs, diverse community-based organizations, and constituency groups whose work addresses individuals' and their families' service access and equity needs
- Knowledge of social and health care services systems
- Knowledge of implicit biases associated with disability as well as intersectional identities (race, ethnicity, languages spoken, gender, gender identity and expression, socio-economic status, and other cultural factors)

Final Selection and Award Process

An agreement will be awarded to the Proposer who accumulates the highest final score. DDS reserves the right to reject all proposals and to waive informalities and minor irregularities in proposals received. In the event of a tie in the highest final score, a tiebreaker will be decided by a coin toss observed by witnesses. Affected Proposers will be invited to witness the coin toss. In the event of a precise tie of the final score of a certified SB or microbusiness and the final score of a certified DVBE, the Agreement must be awarded to the DVBE. [Government Code § 14838 (f)]

XVII. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP 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. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. Should a proposer desire to keep any or all components of their response to this RFP confidential, the Proposer would need to obtain a protective order from a court of competent jurisdiction.

XVIII. INTENT TO AWARD AND PROTEST PROCEDURES

A "Notice of Intent to Award" to the proposed Contractor will be posted in DDS' Allenby Building Lobby at 1215 O Street, Sacramento, CA 95814, and on Cal eProcure five (5) working days prior to awarding the Agreement. After the five (5) day notice has been completed, the proposed awardee will be formally notified by email.

If, prior to the formal award, any proposer files a protest with the Department of General Services (DGS) against the awarding of the Agreement, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. Within five (5) days after filing the protest, the protesting proposer shall file with DGS a full and complete written statement on the grounds that the (protesting) proposer would have been awarded the contract had DDS correctly applied the evaluation standards in the RFP, or if DDS followed the evaluation and scoring methods in the RFP.

Protests may be sent to DGS by regular mail, email, courier, or personal delivery. Protestants should include their email address if they have one and advise the DGS Bid Protest Coordinator if they will accept service of documents pertaining to the protest via email.

Protests should be submitted to both of the following:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

Department of Developmental Services
Contracts Unit
Attention: Melanie Manus
1215 O Street, MS 10-10
Sacramento, CA 95814
Email: melanie.manus@dds.ca.gov

XIX. TAX DELINQUENCY DISCLAIMER

Pursuant to the Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any agreement with the state for non-IT goods or services. Any agreement entered into in violation of section 10295.4 is void and unenforceable.

Prior to executing any state agreement or renewal for non-IT goods or services, DDS shall verify that the proposed awardee(s) is not on a prohibited list by checking both the FTB and CDTFA websites. The established lists can be found at:

FTB: <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html>

CDTFA: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

XX. PREFERENCE/INCENTIVE PROGRAMS

The Preference and Incentive Programs listed below may be combined but will not exceed a combined total of 15 percent of the Proposal amount or \$100,000 per proposal, whichever is less. No proposal price will be reduced by more than \$100,000, and all preference and incentive cost adjustments are for proposal evaluation purposes only and do not alter the actual cost offered by the Proposer.

A Small Business (SB)/Microbusiness (MB) and/or a Disabled Veteran Business Enterprise (DVBE) must have current and valid certification through DGS, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS). Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 PM PT on the Final Date for Proposal Submission and OSDS must be able to approve the application as submitted.

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

DDS is awarding this agreement using the RFP Secondary Method and is therefore awarding to the highest scoring proposal. The examples listed below represent an example of how Small Business Preference and Disabled Veteran Business Enterprise incentive is applied to the lowest cost proposal. For DDS purposes, the SB preference and DVBE incentive will be applied to the proposals in which the preference and/or incentive is applicable and based upon the highest scoring proposal rather than the lowest cost.

Small Business Preference:

In accordance with Government Code section 14838.5, et seq. and California Code of Regulations, title 2, section 1896, et seq., a five (5) percent preference will be granted to proposers properly certified as a California Small Business (SB), Microbusiness (MB), or Non-Small Business (NSB) with a Small Business subcontracting for a minimum of 25 percent of the proposal amount. A five (5) percent preference will be granted to proposers certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code section 999.50. Applications must be on file at the Office of Small Business and Disabled Veteran Business Enterprise Certification by 5:00 p.m. on proposal opening day. The preference adjustment for awards based on low price cannot exceed \$50,000.00.

Disabled Veteran Business Enterprise Program and Incentive:

DDS hereby waives the mandatory Disabled Veteran Business Enterprise (DVBE) participation requirement for this RFP. An incentive for proposers who include DVBE participation is available and encouraged for this RFP. For evaluation purposes only, the State shall apply an incentive to proposals that include California certified DVBE participation and confirmed by DDS. The incentive amount will vary in conjunction with the percentage of DVBE participation in accordance with the following formula:

| DVBE Incentive Participation | DVBE Incentive |
|------------------------------|----------------|
| 5% or Over | 5% |
| 4% to 4.99% Inclusive | 4% |
| 3% to 3.99% Inclusive | 3% |
| 2% to 2.99% Inclusive | 2% |
| 1% to 1.99% Inclusive | 1% |

The net proposal score of responsive proposals with DVBE participation will be increased by the amount of DVBE incentive as applied to the highest responsive proposal score. If the #1 ranked, responsive, responsible proposal is a California certified small business, the only proposers eligible for the incentive will be other California certified small businesses.

Information submitted by the proposer to claim the DVBE incentive will be verified by DDS. Only the DVBEs who shall perform a commercially useful function relevant to the Scope of Work included in this RFP may be used to qualify the proposer for a DVBE incentive. All DVBE proposers and their proposed subcontractors must submit a copy of the Declarations Form (Std. 843).

<https://www.dgs.ca.gov/PD/Forms?search=843&topicCategoryFilters=&audienceCategoryFilters=&sort=relevance&activeFilters=&page=1>

Calculation of Multiple Preferences:

In the event that proposers qualify for the SB preference and/or the DVBE incentive, the SB preference shall be calculated first. In circumstances where DDS will award a single agreement as a result of this solicitation, in accordance with Government Code section 14838, subdivision (f), the DVBE incentive will not be calculated if, after the application of the SB preference, an SB proposer is the apparent highest scoring proposer unless another SB proposer is also a DVBE or has subcontracted with DVBE firms.

Note: in accordance with Government Code section 14838, subdivision (f), in the event of a precise tie between a small business or microbusiness, and a disabled veteran-owned small business or microbusiness, the agreement shall be awarded to the disabled veteran-owned small business or microbusiness.

Target Area Contract Preference Act:

Additional preference programs exist and may be applicable, specifically the Target Area Contract Preference Act (TACPA). For information regarding these programs please see the following website: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=Target%20Area>

Additional Small Business and Disabled Veteran Enterprise Information:

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or offer may be cause for agreement termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military & Veterans Code section 999.9; Public Contract Code section 10115.10 or Public Contract Code section 4110 (applies to public works only). Contractor must immediately notify DDS SB/DVBE Advocate that the substitution of a DVBE subcontractor is requested.

This solicitation does not include a minimum DVBE participation percentage or goal.

Failure of Contractor to adhere to the certification requirements of Military and Veterans Code section 999.5, subdivision (d) may be used as evidence of the proposer's non-responsibility in future solicitations.

Commercially Useful Function Disclaimer:

Each certified SB/MB or DVBE must perform a commercially useful function (CUF). Proposers who are found to not be performing a CUF will have their proposals deemed non-responsive. A SB/MB or DVBE is deemed to perform a CUF when the business does all of the following:

- i. Is responsible for the execution of a distinct element of the work of the Agreement.
- ii. Carries out its obligation by actually performing, managing, or supervising the work involved.
- iii. Performs work that is normal for its business services and functions.
- iv. Is responsible, with respect to products, inventories, materials, and supplies required for the agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- v. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Agreements resulting from this solicitation shall afterwards be monitored for compliance with CUF for the duration of the agreement.

XXI. DARFUR CONTRACTING ACT CERTIFICATION

Effective January 1, 2009, all Invitations for Bid (IFB) or Requests for Proposal (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act precludes State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

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

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency (See Appendix I, Attachment 18).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b) (See Appendix I, Attachment 18).

XXII. LOSS LEADER LANGUAGE

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

XXIII. GENERATIVE ARTIFICIAL INTELLIGENCE DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Proposer must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Proposer of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject proposals that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

EXHIBIT A–SCOPE OF WORK

Winning proposal will be incorporated as Exhibit A, Scope of Work.

EXHIBIT B—BUDGET DETAIL AND PAYMENT PROVISIONS

II. INVOICING AND PAYMENT

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 rates specified in Exhibit B, Attachment 1 – Cost Sheet. The Proposer will be paid in arrears within 45 days of receipt of an approved invoice. The invoice shall include the agreement number, detail of the tasks performed, hours and time of service and amount due.

Invoices will be submitted via email to: **TBD**

III. 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.

IV. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code section 927 et seq.

V. TAXES

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 or use tax imposed by another state.

VI. TRAVEL

If travel is a reimbursable item, necessary travel expenses and per diem rates must not exceed the rates specified by the Department of Human Resources (CALHR) for comparable classes of state employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Current CALHR travel reimbursement rates:

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

If air travel is allowed, claims for transportation by scheduled airline shall be allowed at the lowest fare available in conformity with the regular tariffs for scheduled airlines in effect on the date the flight originated. Claims for reimbursement of higher fares or extra charges for transportation by scheduled airline may be allowed if accompanied by a full explanation stating the facts constituting the official necessity. Excess lodging cost are not guaranteed.

VII. PAYMENT WITHHOLD FOR SEPARATE AND DISTINCT TASKS

In accordance with Public Contract Code section 10346, the State shall withhold ten percent (10 percent) of each progress payment for each separate and distinct Task. Funds withheld for each separate and distinct Task will be paid upon satisfactory completion of that Task, as determined by the State. A Task is deemed satisfactorily completed upon acceptance and written approval by the State for all deliverables or services for that Task, including submission of monthly progress reports. The progress reports shall include, at a minimum: Task number and title; deliverables or services performed; dates of performance and completion; and the results and progress of the project/work. Those annual activities that are completed and repeated in their entirety each year shall be considered separate and distinct tasks that are to be paid in full following satisfactory completion in each year of the Agreement.

Final Payment is not a progress payment and is not subject to the 10 percent withholding.

Final invoice will be submitted with the Contract/Contractor Evaluation (STD. 4) form by DDS Project Representative.

EXHIBIT C—GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC 02/2025) will be included in the contract by reference to web site <https://www.dgs.ca.gov/OLS/Resources/>.

EXHIBIT D–SPECIAL TERMS AND CONDITIONS

I. CONTRACTOR OVERPAYMENTS

If it is determined that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) requesting in writing that Contractor refund the overpayment amount within 30 days after receipt of notice; or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within 30 days from the date of notice.

II. ACCOUNTING REQUIREMENTS

Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization related to this agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for contractual amendments, and for any other costs incurred which relate to payment claimed by Contractor.

III. INSURANCE REQUIREMENTS

- a. Contractor shall have and maintain throughout the entire term of this agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by the Contractor under this agreement. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this agreement.
- b. Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this agreement. If insurance coverage expires at any time during the term of this agreement, Contractor agrees to provide, at least 30 days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. New Certificates of Insurance are subject to the approval of DGS, and Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- c. Certificate(s) of insurance must include the following general provisions stating:
- d. The Contractor shall comply with all the requirements outlined in Insurance Requirements and General Provisions. No payments will be made under this agreement until contractor fully complies with all requirements.

- e. 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 must be received by the State at least 10 days prior to the expiration of this insurance. Any new insurance must comply with the original terms of the Agreement.
- f. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. Certificates of Insurance are subject to the approval of DGS and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement.
- g. Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program. DDS will not be responsible for any premiums or assessment on the policy.
- h. Primary Clause – Any required insurance contained in this agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- i. 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 VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including letter of credit may be required.
- j. Endorsement – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- k. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.
- l. Subcontractors – In the case of the Contractor’s utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor’s Insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required by Contractor.
- m. Available Coverage/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
- n. Satisfying an SIR – All insurance required by this agreement must allow the State to pay and/or act as the Contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor’s agent in satisfying any SIR is at the State’s discretion.

IV. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall maintain general liability on an occurrence form with limits not less than \$1 million per occurrence for bodily injury and property damage liability combined with a \$2 million 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 the Contractor's limit of liability. **The policy shall include the State of California, its officers, agents, employees, and servants as additional insured. The additional insured endorsement must be provided.**

V. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

The Contractor shall maintain statutory workers' compensation insurance issued and shall furnish to DDS a certificate of insurance evidencing workers' compensation insurance and employer's liability for all its employees who will be engaged in the performance of the Agreement. In addition, employer's liability limits of \$1 million are required. By signing this agreement, the Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, Department of Developmental Services must be attached to the certificate.**

VI. AUTOMOBILE LIABILITY

- a. Contractor shall maintain motor vehicle liability with limits not less than \$1 million combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-hired motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement or its equivalent is required. **The policy must name the State of California, its officers, agents, employees and servants as additional insured, but only in respect to work performed under the Agreement.**
- b. If contractor will not have any commercially owned vehicles used during the life of this agreement, by signing this agreement, the Contractor certifies that the Contractor and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

VII. PROFESSIONAL LIABILITY

Insurance with a limit of no less than \$1 million per occurrence and \$2 million aggregate. The policy shall cover any damages caused by an error, omission, or any negligent acts. If this coverage is written on a claim made coverage form the certificate must show the policy retroactive date, which must be no later than date of agreement execution or the date work under the Agreement begins. **The policy must name the State of California, its officers, agents, employees and servants as additional insured, but only in respect to work performed under the Agreement.**

VIII. SUBCONTRACTING

Nothing contained in this agreement or otherwise shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

IX. COOPERATION WITH THE STATE, OTHER CONTRACTORS

- a. Services provided under this agreement shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.
- b. Contractor shall cooperate and coordinate with the Department of Developmental Services and the developmental center administration in performing all work.
- c. Contractor shall cooperate with other state contractors who may be engaged in the same or related agreements. Contractor shall also cooperate with a successor Contractor.

X. WAIVER OF BREACH

No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this agreement or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of the State to thereafter enforce each and every provision.

XI. CONTRACTOR RESOURCE LEVELS, REPORTING REQUIREMENTS, STANDARDS

- a. Contractor shall meet all the contractual requirements listed herein. Contractor shall provide all labor, materials, supplies, and equipment necessary to perform fully, all responsibilities required by this Agreement in accordance with the Project Representative's directions.
- b. Contractor shall provide the Project Representative, upon request, coinciding with the submittal of an invoice for services, a written report showing:
 - 1. The number of hours worked by each individual on a daily basis throughout the month
- c. Contractor further agrees that its performance of work, services, materials, equipment, and supplies under this Agreement shall conform to the professional standards generally accepted in the relevant industry.

XII. PROTECTION OF STATE PROPERTY

- a. All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this Agreement.
- b. Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.
- c. Contractor shall ensure that its employees will exercise all necessary caution to avoid any injury to persons or any damage to property.
- d. Contractor shall adhere to the Department's policies, i.e., policy on identification badges and policy regarding keys.

XIII. CONTRACTOR RESPONSIBILITIES FOR EMPLOYEES

- a. Except for approved subcontractors, all personnel shall be direct employees of Contractor. Contractor shall pay all salaries, taxes, and fringe benefits of its personnel, including, but not limited to, Workers' Compensation and Unemployment Insurance, as well as costs incurred for physical examinations and fingerprinting required by the terms of this Agreement.
- b. Contractor expressly agrees that it is responsible for the acts or omissions of its employees or their agents. Contractor, at its own expense, shall immediately, upon notification by the State, remove any of its employees from providing any services under the terms of this Agreement and shall not return said employee to work until notified in writing by the State.

- c. Contractor shall assure that said employee is not physically present at this facility or any other facility covered by the terms of this Agreement until notified in writing by the State that said employee may return to work. The State shall not be the employer of any such personnel.
- d. Should the State or Contractor discover that any employee of Contractor does not meet the standards as set forth above, Contractor agrees at its own expense to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any developmental center.
- e. Should any Contractor employee engage in any act detrimental to the Department's mission of providing care and protection to its residents, any act of injury or abuse to persons or property, or any act of theft or drug abuse, Contractor agrees that it shall be liable for the acts or omissions of its employees or their agents. Contractor agrees to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any developmental center.

XIV. LOSS LIABILITY

The State is not responsible for Contractor's losses on State property, or otherwise, caused by any reason.

XV. LICENSES AND PERMITS

In the event any license(s) and/or permit(s) expire at any time during the term of this agreement; the Contractor agrees to provide DDS a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), DDS may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

XVI. STAFF REPLACEMENTS

The Contractor will be required to obtain prior approval from DDS Project Representative before changing named project personnel. When changing or substituting named key personnel (including Project Manager, Fiscal Manager, subcontractors, etc.), the Contractor must obtain prior approval from DDS Project Representative and formal amendment approved by DGS. The substitute personnel shall meet or exceed the qualifications and experience level of the previously assigned project staff/personnel. The Contractor shall notify in writing within 14 calendar days of the event and shall provide a reason for replacement. DDS shall not compensate the Contractor for any time or effort required to prepare new staff for work on the project. In addition, Contractor must recover and return any State-issued identification card provided to the Contractor's employee(s) upon their departure or termination.

XVII. OWNERSHIP OF MATERIALS

Notwithstanding whether or not it may be the subject of a patent or a copyright and/or whether or not it is tangible or intangible or intellectual, all products, deliverables, or any like items that are produced, created, developed, or the like, during the term of this agreement shall immediately become the sole and complete property of the State upon their creation. The only exception will be products developed by Contractor and copyrighted prior to Contractor's work on this agreement. Contractor cannot make reproduction of the Agreement products without the express written approval by DDS Project Representative.

XVIII. WEAPONS

Contractor expressly agrees that it will not permit any of its employees or subcontractors to carry any weapons onto state property. Contractor further expressly agrees that it will be solely responsible for any acts of its employees while on state property. Contractor also states that it has read Penal Code, Section 171b and understands that it prohibits the carrying of weapons on state property.

XIX. FEDERAL HEALTH CARE PROGRAMS EXCLUSION CERTIFICATION

Contractor hereby certifies that Contractor, Contractor's employees, and/or subcontractors providing services under this agreement have not been excluded from participating in federally funded health care programs (www.oig.hhs.gov). Contractor understands and agrees that should any such exclusion occur during the term of this agreement, Contractor shall report it to the facility Director in writing within five (5) days from the date of the exclusion or the time Contractor learns of the exclusion. In addition, Contractor understands and agrees that payment shall not be made for any services provided during the period of exclusion, or if payment has already been made, Contractor will be required to reimburse the facility the full payment.

XX. CLIENT CONFIDENTIALITY

- a. No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Contract shall be released, published, or made available to any person (except to the State) without prior written approval from the State.
- b. Contractor by acceptance of this Contract is subject to all of the requirements of California Civil Code sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.
- c. All information and records regarding any client obtained in the course of providing services under this agreement shall be confidential in accordance with Welfare and Institutions Code, Sections 5328 and 4514, et seq.

XXI. SOFTWARE CERTIFICATION

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

XXII. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operations, that is designated confidential by the State and made available to Contractor in order to carry out this agreement, or which become available to Contractor in carrying out this agreement, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this agreement or is rightfully obtained from third parties.

XXIII. MEDIA COORDINATION

Contractor agrees they will not conduct any independent media outreach related to this contract and the work conducted under this contract without first coordinating with DDS' Office of Public Affairs for review and approval of any proposed print, broadcast, and/or social media content.

XXIV. AMENDMENTS

DDS reserves the right to amend this agreement under circumstances that include but are not limited to when additional funds beyond the amount anticipated and additional meetings or travel as requested by DDS Project coordinator. . The rates on the cost worksheet will not change as a result of any amendment to the agreement. An amendment is of no force or effect until signed by both parties and, if required, approved by the DGS Office of Legal Services (OLS).

XXV. OPTIONS TO RENEW

- a. The contract awarded through this RFP would expire on June 30, 2027 if not extended as described pursuant to this paragraph, or terminated as described in this Agreement.

However, DDS, in its sole discretion, may elect to invoke one option to extend the term of the Agreement for an additional year (maximum one additional option year).

- b. Costs for the one-year option to renew (July 1, 2027 – June 30, 2028) shall be computed in accordance with the Proposer's Cost Sheet – Year 3, contract period July 1, 2027 through June 30, 2028. If the State elects to invoke the second option year and extend the Agreement with the contractor, DDS will notify the contractor of the option to extend the Agreement, by no later than six months before expiration of the Agreement. Contractor agrees to execute and return any necessary documentation for DDS to formalize an option.

XXVI. SAFETY AND SECURITY

In order to ensure the safety of the clients and employees, and the safekeeping of Contractor's property, Contractor's vehicle(s) must be locked at all times while on the grounds of the facility.

XXVII. MEDICARE/MEDI-CAL REQUIREMENTS

If Contractor is providing any Medicare billable services under this Agreement, Contractor agrees to abide by the Medicare and Medi-Cal health care program laws, regulations, and program instructions that apply to Contractor's provider type. If applicable, Contractor will enroll as a Medicare/Medi-Cal provider or provide a Provider Identification Number (PIN) if already enrolled for state billing purposes.

XXVIII. NATIONAL PROVIDER IDENTIFIER (NPI) REQUIREMENTS

If Contractor is providing health care services under this Agreement, Contractor must provide their NPI as assigned by the National Plan and Provider Enumeration System (NPPES). Contractor shall be responsible for maintaining their NPI and shall provide updated NPI-related information to the facility's Medical Director's Office as well as to the NPPES within 30 days of any change as required by §162.410 (a) (4) of 45 CFR Part 162, the Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard Unique Health Identifier for Health Care Providers Final Rule.

XXIX. FOLLOW-ON CONTRACTS

No contractor, subcontractor, person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, (see PCC section 10335.5) may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action, which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract (see PCC section 10365.5).

XXX. EVALUATION OF CONTRACTOR

For agreements of \$5,000 or more, and within sixty (60) days after the completion of this Agreement, DDS Project Representative shall complete a written evaluation of Contractor's performance. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD. 4. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to DGS OLS, and to the Contractor within 15 working days of the completion of the evaluation. (Public Contract Code Section 10369)

VIII. EQUIPMENT PURCHASE

Equipment purchased under the provisions of this agreement is the property of the State and shall be used for its intended purpose during the Agreement term. An inventory of all equipment purchased under this agreement shall be maintained throughout. After the Agreement term, the equipment shall be returned or disposed of in accordance with instructions from DDS.

EXHIBIT E–ADDITIONAL TERMS AND CONDITIONS

I. RIGHT TO TERMINATE

- a. The State reserves the right to terminate this Contract subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- b. However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.
- c. Upon receipt of a notice of termination, Contractor shall take such steps as are reasonably necessary to prepare to terminate its operations on the date specified in the notice of termination or any extension thereof.

II. RESOLUTION OF AGREEMENT DISPUTES

- a. Should any questions or conflicts arise regarding the interpretation or performance of the Agreement, an attempt shall be made by the Contractor and the Contract Manager responsible for the Agreement to discuss and resolve the matter.
- b. If resolution is not reached, the Contractor shall notify the Deputy Director of Administration (DDA) or the Administrative Services Director (ASD), whichever is appropriate, in writing of the dispute within 15 days of the discussion between the Contractor and the Contract Manager. In the event of a dispute, the language contained in this agreement shall prevail over any other language, including that of the solicitation.
- c. Any dispute concerning interpretation or performance of this agreement shall be decided by the DDA or ASD, who shall state the factual basis for their decision in writing and shall serve a copy of the decision on the Contractor. The DDA/ASD decision shall be rendered within 30 days of receipt of a dispute submitted by the Contractor.
- d. In the event the State terminates this agreement, the State may procure, upon such terms and such manner as the Contract Manager may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the State for any excess costs reasonably incurred for such supplies or services similar to those terminated. In the event of a termination for default, Contractor shall be paid at the rate specified in the Agreement for the period of satisfactory performance prior to the effective date of cessation of work as provided in the notice of termination.

III. DVBE PARTICIPATION REPORTING AND WITHHOLD

- a. Upon contract completion the prime contractor will complete the STD 817 (Prime Contractors DVBE Subcontracting Report). The STD 817 form will be completed by the prime contractor in accordance with Military and Veterans Code (MVC), subdivision (d), section 999.5.

- b. In accordance with MVC, section 999.7, DDS shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until a prime contractor complies with the certification requirements of MVC, subdivision (d) of Section 999.5. A prime contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DDS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

IV. SEXUAL HARASSMENT POLICY

In accordance with and in addition to Article 10 of the Standard Terms and Conditions, Exhibit C, DDS requires all contractors to comply with DDS' policy on sexual harassment. This policy is attached. The Contractor is responsible for reviewing it with all applicable employees and requiring their strict adherence to this policy (Supplements Article 10, Exhibit C, General Terms and Conditions).

V. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS—AGREEMENT

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

VI. HEALTH AND SAFETY

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

VII. HEALTH AND SAFETY RESPONSIBILITIES

Contractor is responsible for the health and safety protection of its employees in the performance of this Agreement.

Contractor shall comply with applicable laws relating to safety, including, but not limited to, the regulations of the Division of Occupational Safety and Health, and the State of California Department of Industrial Relations. Contractor's personnel shall exercise precautions at all times for the protection of persons and property.

VIII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REPORTING

If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the Agreement have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved.

The required report, STD 817, is at this link: [Prime Contractor's Certification - DVBE Subcontractor Report. SB 588 Chapter 80](#) requires an awarding department to withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on an agreement until certification is received by the awarding department regarding DVBE participation and payment. It also requires the awarding department to give the prime contractor that fails to meet those certification requirements 15 to 30 calendar days to cure the defect. If not, the final payment is permanently deducted. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation—Military and Veterans Code (M&VC) Section 999.5 (d).

IX. SUBSTITUTION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) SUBCONTRACTORS

Contractor understands and agrees that, should award of this agreement be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code (M&VC) Section 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DDS and DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal or offer and approved DVBE substitutions will be documented by agreement amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC Section 999.9; Public Contract Code (PCC) Section 10115.10, or PCC Section 4110 (applies to public works only).

X. SERVICE STANDARDS

Contractor agrees to comply with all state and federal laws and regulations which are applicable to the services to be provided under this agreement. In the course of providing such services, Contractor agrees to treat all people with developmental disabilities in a manner that assures their safety, health, rights, dignity, and privacy as specified in Welfare and Institutions Code, Section 4500; California Code of Regulations, Title 17, Subchapters 5 and 8 and Title 22, Code of Regulations, Sections 70707, 72527, and 76525.

XI. PROFESSIONAL RESPONSIBILITY

In accordance with the California Code of Regulations, Title 22, Division 5, Section 70713, Contractor is hereby notified the facility retains all professional and administrative responsibility for services rendered under this Agreement. In addition, Sections 70713, 76507, and 72511 require that when acting as a consultant, Contractor shall apprise the facility Administrator of recommendations, plans for implementation, and continuing assessment through dated and signed reports, which shall be retained by the Administrator for follow-up action and evaluation of performance.

EXHIBIT F – SEXUAL HARASSMENT PREVENTION POLICY

DEPARTMENT OF DEVELOPMENTAL SERVICES

Title: SEXUAL HARASSMENT PREVENTION POLICY

Effective:

Authority: California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964

NANCY BARGMANN, Director
Department of Developmental Services

Date

I. SEXUAL HARASSMENT PREVENTION POLICY DIRECTIVE

Policy

The Department of Developmental Services (DDS) is committed to providing a safe work environment where all employees are treated respectfully and professionally. Consistent with this commitment, it is the policy of DDS to prohibit any form of sexual harassment. This sexual harassment prevention policy, which aligns with DDS' Equal Employment Opportunity policy, applies to all employees (including applicants for employment, volunteers, interns, contractors, and other categories under state and federal law) and extends to conduct in connection with an employee's work, even when the conduct takes place away from DDS' premises, such as during business-related travel or off-site functions, including telework, that employees may attend as part of their duties. DDS adopts and maintains this sexual harassment prevention policy to prevent sexually harassing conduct in the workplace and encourage professional and respectful behavior among its employees. All employees are required to comply with this policy.

DDS may take appropriate corrective or disciplinary action, up to and including dismissal, against any employee found to have violated this policy.

Departmental Standard

DDS prohibits any form of sexual harassment, which includes harassment based on a person's sex/gender, gender identity, gender expression, or sexual orientation.

DDS is committed to ensuring compliance with this policy with respect to all benefits of employment, including recruitment, hiring, placement, promotion, transfer, employee discipline, pay and other forms of compensation, training, and general treatment during employment.

Employee Rights

- The right to a work environment free of discrimination, harassment, and retaliation.
- The right to file a complaint alleging a violation of this policy against a co-worker, supervisor, manager, vendor, or contractor.
- The right to file a complaint of retaliation based on participation in a protected activity against a co-worker, supervisor, manager, vendor, or contractor.
- The right to a prompt, thorough, and impartial investigation of alleged violations of this policy by a trained DDS representative or designee.
- The right to be advised of the outcome of an investigation.
- The right to file a complaint directly with the California Civil Rights Department (CRD), the federal Equal Employment Opportunity Commission (EEOC), or other appropriate state or federal agencies.

Retaliation Prohibited

This policy prohibits DDS employees from engaging in any act of retaliation against individuals who claim a violation of this policy, pursue such a claim, cooperate in the investigation of such claims, or who seek to enforce this policy. Any individual engaging in retaliation against a DDS employee in violation of this policy shall be subject to appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

II. CONDUCT PROHIBITED BY THIS POLICY

Sexual Harassment

As used in this policy, sexual harassment is defined as harassment based on a person's sex/gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes, but is not limited to, unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, verbal or physical conduct of a sexual nature, or verbal or physical conduct based on sex. Sexually harassing conduct does not need to be motivated by sexual desire to constitute a violation of this policy.

Individuals of any gender can experience sexual harassment, and the recipient of harassment does not need to be someone of a different gender or sex than the harasser. In addition, a person may experience sexual harassment even if they are not the target of the harassment. Anyone affected by conduct defined in this policy may experience sexual harassment.

Sexual harassment is categorized into two types:

1. **Quid Pro Quo** (Latin for "this for that"): When someone conditions a job, promotion, work benefit, or any term or condition of employment on another person enduring or submitting to conduct of a sexual nature. For example, offering a promotion in exchange for sexual favors. In a quid pro quo scenario, the submission to or rejection of the conduct is used as the basis for employment-related decisions.
2. **Hostile Work Environment**: When sexually harassing conduct unreasonably interferes with a person's work performance and/or creates an intimidating, hostile, or offensive work environment. You may experience sexual harassment and the effects of a hostile work environment even if the sexually harassing conduct was not directed at you.

Examples of behavior prohibited by this policy include, but are not limited to:

- Any behavior that is sexual nature or that sexualizes the workplace.
- Making demands for sexual favors in exchange for employment benefits, whether express or implied.
- Unwelcome sexual advances, flirtation, or teasing.
- Sending sexually suggestive or obscene letters, invitations, notes, e-mails, voice mails, or gifts.

- Making unwelcome comments about sex, gender, gender identity, or sexual orientation, including slurs, jokes, remarks, or epithets, even if the comments are not sexual in nature.
- Leering or making obscene, vulgar, or sexual gestures, including whistling or staring at someone in an offensive or sexually suggestive manner.
- Making unwelcome comments about a person's physical appearance, clothing, or body that are sexual in nature. Examples include describing someone as "sexy," "hot," having an "amazing body," etc.
- Deliberate, unwelcome physical contact or impeding or blocking a person's movement.
- Pressure for sex or pressure for dates, including situations that began as reciprocal relationships and later ceased to be reciprocal.
- Repeatedly asking a person to socialize outside of work when the person has previously said "no" or has not shown interest, including acts of retaliation following a negative response.
- Bringing into the workplace and displaying or distributing in any form sexually suggestive or derogatory objects, pictures, cartoons, posters, or other items, even if the material is not accessible to other staff.

A person that experiences sexual harassment is not required to first express in any way to the individual(s) engaged in the conduct that their behavior is unwelcome in order to constitute a violation of this policy.

Retaliation

As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activities protected under this policy. Protected activities include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and cooperating in investigations or proceedings arising out of alleged violations of this policy.

An "adverse employment action" is conduct or action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action.

Examples of retaliation may include the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion; harassing another employee; denying employment opportunities;

changing an employee's work assignments; denying an accommodation; refusing to communicate with an employee when otherwise required by job duties; or excluding an employee from job-related activities.

III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

Supervisors and managers are responsible for setting the tone to promote a work environment that is free from sexual harassment.

Supervisors and managers are required to:

- Adhere to and enforce this policy.
- Foster a culture of respect and professionalism in the workplace.
- Not engage in, condone, tolerate, or leave uncorrected conduct that violates this policy.
- Take immediate and appropriate corrective action to prevent future conduct that may violate this policy and document measures taken.

Supervisors and managers who reasonably suspect a potential violation of this policy are required to immediately report the matter to their manager and to DDS' EEO Officer in the Office of Human Rights and Advocacy Services (OHRAS) or a worksite EEO coordinator. Failure by a supervisor or manager to take immediate and appropriate action to address potential violations of this policy may result in appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

IV. RESPONSIBILITIES OF EMPLOYEES

All DDS employees shall adhere to this policy and shall not engage in any form of sexual harassment. Employees have a responsibility to promptly report conduct that may violate this policy as soon as possible after an alleged incident occurs. Failure by employees to promptly report conduct that may violate this policy may result in appropriate corrective or disciplinary action.

There is no chain of command when reporting suspected policy violations. An individual does not need supervisor or manager approval to report a potential violation of this policy. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor or manager, DDS' OHRAS, or a worksite EEO Coordinator.

Employees are required to:

- Adhere to this policy.
- Conduct themselves in a respectful and professional manner.

- Immediately report conduct that may violate this policy regardless of the degree to which they may be involved.
- Cooperate fully with DDS' investigation of complaints alleging a violation of this policy, including but not limited to, participating in all investigative interviews.

V. MANDATED HARASSMENT PREVENTION TRAINING

All DDS employees shall complete harassment prevention training once every two years as mandated by Government Code section 12950.1.

VI. THE COMPLAINT PROCESS

Anyone can file a complaint alleging a violation of this policy. A sexual harassment complaint may be brought forward orally, either in person or over the phone, or in writing. Written complaints can be made using DDS' EEO Discrimination Complaint Form, DS 312, which is available on DDS' intranet. Employees may file a complaint with DDS within 365 days of the alleged harassing event. OHRAS shall document and track progress on all complaints filed.

The following process applies when a sexual harassment complaint is filed:

- An intake review of the complaint shall be completed to determine whether the alleged conduct implicates an activity defined in this policy, and whether an investigation is warranted.
- If an investigation is warranted, a trained EEO/workplace investigator shall be assigned to complete a prompt, thorough, and impartial investigation.
- Interviews of the complainant (i.e., the person bringing forward the concerns), applicable witnesses, and the respondent (i.e., the person against whom allegations have been made) may be conducted, as well as a review of relevant documents and other available evidence.
- If an investigation is warranted, a written report of findings shall be prepared for review by DDS' EEO Officer, Office of Legal Affairs, and the Chief Deputy Director-Operations or designee.
- If an investigation substantiates allegations of a violation of this policy, the Chief Deputy Director-Operations or designee shall refer the report to the employee's management for appropriate remedial, corrective, or disciplinary action.

OHRAS shall review all complaints received to determine whether a complaint alleges a violation of this policy. OHRAS' review may include consultation with other divisions to

determine appropriate action to be taken and may result in the referral of complaints to other divisions when the allegations fall outside the scope of this policy. If a complaint falls under this policy, DDS and/or its designee shall investigate the facts and circumstances of any alleged violation, where appropriate. In the event DDS determines that an investigation is not warranted based on the circumstances of a complaint, DDS shall take other appropriate, effective action on a case-by-case basis to address concerns that are brought forward. Even in the absence of a formal complaint, DDS may initiate an investigation where it has reason to believe that an employee may have violated this policy. Moreover, even where a complainant conveys a request to withdraw their initial complaint, DDS may continue its investigation to ensure that the workplace is free from harassment and retaliation as defined in this policy. DDS shall also evaluate anonymous complaints and, where appropriate, investigate or take other effective action on a case-by-case basis. The method and level of the investigation, if applicable, may vary according to the details provided in the anonymous complaint.

While the investigative process is treated as confidential, the confidentiality of the complaint under this policy cannot be guaranteed. DDS' investigations of alleged policy violations include interviewing employees and reviewing evidence, which may result in the disclosure of information relating to the facts and/or witnesses during the course of an investigation.

All employees shall cooperate fully with any investigation of alleged violations of this policy. This includes, but is not limited to, reporting for investigative interviews, truthfully and thoroughly answering questions and/or providing statements, furnishing documents and other evidence requested by the investigator, and maintaining confidentiality during ongoing investigations. Failure by employees to cooperate fully with any investigation of alleged violations of this policy may result in appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

VII. DISSEMINATION AND ACKNOWLEDGEMENT OF POLICY

This policy shall be disseminated department-wide to all DDS employees through posting on DDS' intranet and emailed to all staff at the time of enactment. This policy shall be available for review in the OHRAS and Personnel offices. This policy shall be distributed to all employees as part of harassment prevention training mandated by Government Code section 12950.1.

This policy shall be made available in alternate formats upon request.

VIII. FILING COMPLAINTS OUTSIDE OF DDS

Filing a complaint with DDS provides the organization with an opportunity to address concerns promptly at the lowest level and remedy the situation. However, all employees may also file a complaint directly with the following entities at any time:

California Civil Rights Department
2218 Kausen Drive, Suite 100

Elk Grove, CA 95758
(800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711
<https://www.calcivilrights.ca.gov>

U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West
P.O. Box 36025
San Francisco, CA 94102-3661
(800) 669-4000 or (510) 735-8909 (deaf/hard-of-hearing callers only)
<http://www.eeoc.gov/employees>

Each agency has its own rules for accepting and processing complaints. Employees may follow-up with the above-mentioned agencies prior to filing a complaint to learn more about their respective processes and requirements.

* * * * *

Questions regarding this policy should be directed to:

Office of Human Rights and Advocacy Services
(916) 654-1888, ohras@dds.ca.gov

EXHIBIT G–HIPAA AGREEMENT

Statement of Assurances for Protection of Protected Health Information

Health Insurance Portability and Accountability Act (HIPAA) Health Information Technology for Economic and Clinical Health (HITECH)

1. **Background**

The terms of this Agreement are intended to create a business associate relationship between the contracting parties (collectively, “Contractor” and “DDS”) as required under the Health Insurance Portability Accountability Act (“HIPAA”), codified in Title 42 of the United States Code, Section 1320d *et seq.* and its implementing law and regulations such as the Health Information Technology for Economic and Clinical Health Act of 2009, (Public Law 111-005, Title XIII, Subtitle D, 42 U.S.C. 17921 Section 13400 *et seq.*) (“HITECH Act”), and Title 45 of the Code of Federal Regulations (“CFR”) Parts 160 and 164 (“HIPAA Regulations”).

Since a business associate relationship is created by this Agreement and protected health information (“PHI”), as defined in Section 3 herein, may be exchanged, created, received, maintained, used and/or disclosed to Contractor, Contractor agrees to comply with all applicable requirements of HIPAA, HIPAA Regulations, and the HITECH Act which pertain to the privacy and security of PHI.

In addition, HIPAA’s preemption exception under Title 45 of the CFR Section 160.203 requires state law to apply if state law is more stringent in protecting PHI. Accordingly, the intent of the parties is that Contractor shall comply with applicable California law governing the exchange, creation, dissemination, maintenance, use or disclosure of PHI that exceeds the requirements of HIPAA, HIPAA Regulations, and the HITECH Act.

2. **Recitals**

- A. DDS wishes to disclose to Contractor and/or wishes for the Contractor to receive certain information pursuant to the terms of this Agreement, some of which may constitute PHI.
- B. As set forth in this Agreement Contractor is the “Business Associate”, as defined in Section 3 herein, of DDS that provides services, arranges, performs or assists in the performance of functions or activities on behalf of DDS and creates, receives, maintains, transmits, uses or discloses PHI.
- C. DDS and Contractor desire to protect the privacy and provide the security of PHI created, received, maintained, transmitted, used, or disclosed pursuant to this Agreement, in compliance with HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI.

Now, therefore, the parties agree as follows:

3. Definitions

- A. **Accounting** – “Accounting” means Contractor’s accounting of PHI disclosures to an individual upon his or her request in accordance with 45 CFR § 164.528, subject to the exceptions listed therein. As stated in 45 CFR § 164.528(b) an accounting includes the date of disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of disclosure or copy of a written request for disclosure by the Secretary, as defined herein, or by an entity or person permitted under 45 CFR § 164.512.
- B. **Breach or Breaches** – “Breach” or “Breaches” have the same meaning of the term “breach” defined under 45 CFR § 164.402, which is the acquisition, access, use or disclosure of PHI in a manner not permitted under Title 45 of the CFR Part 164, Subpart E, that compromises the security or privacy of PHI, subject to the breach exclusions listed therein.
- C. **Business Associate** – “Business Associate” has the same meaning of the term “business associate” defined in 45 CFR § 160.103, which means an entity or person on behalf of a covered entity who creates, receives, maintains or transmits PHI by conducting services including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial services, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, patient safety activities benefit management, practice management and/or repricing. “Business associate” also refers to Contractor who is a party to this Agreement.
- D. **Covered Entity** – “Covered Entity” has the same meaning of the term “covered entity” defined in 45 CFR § 160.103, which means a health plan, health clearinghouse or healthcare provider. Covered entity also refers to DDS who is a party to this Agreement.
- E. **Designated record set** – “Designated record set” has the same meaning of the term “designated record set” defined in 45 CFR § 164.501, which is a group of records that contains PHI and is maintained by or for a covered entity. The designated record set includes medical records and billing records, enrollment, payment, claims adjudication and case/medical management record systems, and/or records used, in whole or part, to make decisions about individuals.
- F. **Disclosure** – “Disclosure” has the same meaning of the term “disclosure” defined in 45 CFR § 160.103, which is the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- G. **Discovery** – “Discovery” has the same meaning of “Breaches treated as discovered” under 45 CFR § 164.410. Under Section 164.410, a breach shall be treated as discovered by a business associate on the first day on which such breach is known, or by exercising reasonable diligence would have been known by the business associate, including its employees or agents.
- H. **Electronic PHI** – “Electronic PHI” is protected health information in an electronic form. (See P. below for definition of PHI.)
- I. **Encryption** – “Encryption” has the same meaning of the term “encryption” defined in 45 CFR § 164.304, which is the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.

- J. **Harmful effect** – “Harmful effect” means a negative effect of using or disclosing PHI known to the covered entity or business associate that would violate HIPAA, HIPAA Regulations, the HITECH Act, as set forth in 45 CFR § 164.530(f), or any more stringent applicable state law protecting PHI.
- K. **Health care operations** – “Health care operations” has the same meaning of the term “health care operations” defined in 45 CFR § 164.501. Under Section 164.501, health care operations include conducting quality assessment and improvement activities, outcomes evaluation, development of clinical guidelines, patient safety activities, population-based activities relating to improving health, protocol development, case management and care coordination, reviewing competence and qualifications of health care professionals not involving treatment, evaluating provider/vendor performance, conducting training programs for students, trainees or practitioners in the area of health care to improve skills, training of non-health care professionals, accreditation, certification, licensing or credentialing activities, underwriting and enrollment relating to creation, renewal or replacement of health insurance or benefits, medical review, legal services, auditing functions, business planning and development, business management and general administrative activities such as implementation and compliance with HIPAA, HIPAA Regulations, and the HITECH Act, customer service, resolution of internal grievances, the creation of de-identified health information or a limited data set, and/or fundraising for the benefit of the business associate.
- L. **Individual or Individuals** – “Individual” or “Individuals” have the same meaning of the term “individual” defined in 45 CFR § 160.103, which is the person who is the subject of PHI.
- M. **Limited Data Set** – “Limited Data Set” has the same meaning of the term “limited data set” defined in 45 CFR § 164.514(e)(2). Under Section 164.514(e)(2), limited data set excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individuals: (1) names; (2) addresses, other than town or city, state and zip code; (3) telephone numbers; (4) fax numbers; (5) email addresses; (6) social security numbers; (7) medical record numbers; (8) health plan beneficiary numbers; (9) account numbers; (10) certificate/license numbers; (11) vehicle identifiers and serial numbers, including license plate numbers; (12) device identifiers and serial numbers; (13) URLs; (14) IP address numbers; (15) biometric identifiers, including finger and voice prints; and (16) full face photographic images and any comparable images.
- N. **Minimum necessary** – “Minimum necessary” means the “minimum necessary” standard set forth in 45 CFR § 164.502, which requires covered entities and business associates to make reasonable efforts to limit the use or disclosure of PHI to accomplish the intended purpose of the use, disclosure or request, subject to the exceptions set forth therein.
- O. **Notice of Privacy Practices** – “Notice of Privacy Practices” means the required notice under 45 CFR § 164.520 provided to individuals by a covered entity regarding the use and disclosure of PHI that may be made by the covered entity, and the individual’s rights and covered entity’s legal duties with respect to PHI.
- P. **PHI or protected health information** – “PHI” or “protected health information” have the same meaning of the term “individually identifiable health information” as defined in 45 CFR § 160.103. Under Section 160.103 individual identifiable health information is information that is created or received by a covered entity or business associate that

relates to the past, present, or future physical or mental health of an individual; or the past, present, or future payment for the provision of health care to the individual. In addition, the information must identify the individual or there must be a reasonable basis to believe the information may be used to identify the individual.

- Q. **Required by law** – “Required by law” has the same meaning of the term “required by law” defined in 45 CFR § 164.103, which is a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law.
- R. **Safeguards** – “Safeguards” referenced herein collectively means the required “administrative safeguards” defined in 45 CFR § 164.308, “physical safeguards” defined in 45 CFR § 164.310, and “technical safeguards” defined in 45 CFR § 164.312.
- 1) Under 45 CFR § 164.308 “administrative safeguards” is the implementation of policies and procedures to prevent, detect, contain and correct security violations.
 - 2) Under 45 CFR § 164.310 “physical safeguards” is the implementation of policies and procedures to limit physical access to electronic information systems and the facility or facilities in which PHI is maintained, while ensuring proper authorized access to PHI.
 - 3) Under 45 CFR § 164.312 “technical safeguards” is the implementation of policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights specified in 45 CFR § 164.308(a)(4).
- S. **Secretary** – “Secretary” means the Secretary of the United States Department of Health and Human Services.
- T. **Security Incident** – “Security Incident” has the same meaning of the term “security incident” defined in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- U. **Subcontractor or Agent** – “Subcontractor” or “Agent” have the same meaning of the term “subcontractor” defined in 45 CFR § 164.304, which is a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.
- V. **Unsecured PHI** – “Unsecured PHI” has the same meaning of “unsecured protected health information” defined in 45 CFR § 164.402, and it is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology and methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- W. **Use or usage** – “Use” or “usage” have the same meaning of the term “use” defined in 45 CFR § 160.103, which is the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such information.

4. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Usage Permitted by This Agreement and HIPAA.** Contractor may use or disclose PHI only to perform functions, activities or services for, or on behalf of DDS as specified in this Agreement, provided that such use or disclosure does not violate HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI. The use and disclosure of PHI may not be more expansive than applicable to DDS as the “Covered Entity” under 45 CFR Part 164. (45 CFR § 164.504(e)(2)(i)).

- B. **Usage for Legal, Management and Administrative.** In accordance with 45 CFR § 164.504(e)(4), Contractor may disclose PHI if necessary for the legal, management, or administrative purposes of Contractor. In disclosing PHI, Contractor's disclosure must be required by law, or the Contractor must obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. **Minimum Necessary.** Contractor shall comply with the requirements under 45 CFR § 164.502(b) to only request, use, and disclose the minimum PHI necessary to accomplish the intended purpose of the request, use or disclosure.
- D. **Access.** Contractor shall provide access, at the request of DDS, and in the time and manner designated by DDS, to PHI in a designated record set to DDS or, as directed by DDS, to an individual in order to meet the requirements of 45 CFR § 164.524 and 45 CFR § 164.504(e)(2)(ii)(E) regarding an individual's right to access PHI.
- 1) If Contractor maintains electronic PHI, and an individual requests a copy of his or her PHI in an electronic format, Contractor shall provide such information in an electronic format to enable DDS to fulfill its obligations under the HITECH Act, including but not limited to 42 USC § 17935(e).
- E. **Nondisclosure.** In accordance with 45 CFR § 164.504(e)(2)(ii)(A), Contractor shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- F. **Amendments.** In accordance with 45 CFR § 164.504(e)(2)(ii)(F) and 45 CFR § 164.526(a)(2), Contractor shall make any amendment(s) to PHI in a designated record set that DDS directs or agrees to and in the time and manner designated by DDS, or at the request of an individual. If an individual makes such request directly to the Contractor, Contractor will forward to DDS within five (5) business days of receipt. Contractor shall ensure the amendment/s are incorporated into the PHI in accordance with 45 CFR § 164.526.
- G. **Accounting.**
- 1) Except as provided in Section 4.G.2 herein, Contractor shall document and track disclosures of PHI that it creates, receives, maintains or transmits on behalf of DDS to establish an accounting. The accounting of disclosures shall include: (1) the date of disclosure; (2) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (3) a brief description of the PHI disclosed; and (4) a brief statement describing the reason for the required or permitted disclosure (e.g., pursuant to a court order), or a copy of the written request if applicable as required under 45 CFR § 164.528(b)(2).

- 2) Contractor is not required to document and track disclosures of PHI that it creates, receives, maintains or transmits on behalf of DDS only for the following reasons in accordance with 45 CFR § 164.528(a)(1):
- a. Disclosures made for treatment, payment and healthcare operations;
 - b. Disclosures made to the individual about themselves;
 - c. Disclosures resulting from or incident to otherwise permitting disclosure in 45 CFR § 164.502;
 - d. Disclosures made pursuant to a valid HIPAA authorization under 45 CFR § 164.508(c);
 - e. Disclosures made for the Contractor's director, or to persons involved in the individual's care or for related purposes as provided in 45 CFR § 164.510;
 - f. Disclosures made pursuant to national security or intelligence purposes as provided in 45 CFR § 164.512 (k)(2);
 - g. Disclosures made to correctional institutions or law enforcement as provided in 45 CFR § 164.512(k)(5); and
 - h. Disclosures that are part of a limited data set.
- 3) Contractor shall provide an accounting of disclosures of PHI to DDS or an individual for the six years prior to the date of the request, in accordance with 45 CFR § 164.528 (a)(1), subject to the exceptions listed therein. Contractor shall respond in writing to a request for accounting of disclosures within thirty (30) calendar days of receipt of the request by producing the accounting of disclosures or verifying there were no disclosures.

5. Uses and Disclosures Not Provided for by this Agreement

- A. **Mitigation.** In accordance with 45 CFR § 164.530 (f), Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement.
- B. **Requests to Restrict PHI.** Contractor shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR 164.522(a).
- C. **No Remuneration Without Written Consent.** In accordance with 42 USC § 17935(d)(1) Contractor shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DDS and a valid HIPAA authorization under 45 CFR § 164.508.

6. Safeguarding Protected Health Information

- A. In accordance with 45 CFR § 164.504(e)(2)(ii)(B) and 45 CFR Part 164, Subpart C, Contractor shall use appropriate safeguards to prevent use or disclosure of PHI, except as provided in this Agreement or as required by law.

- B. In accordance with 45 CFR Part 164, Subpart C and 45 CFR § 164.314(a)(2)(i)(A) & (B), Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, it creates, receives, maintains, or transmits in an electronic format on behalf of DDS to prevent unauthorized access, viewing, use, disclosure or breach of PHI, other than as provided for by this Agreement or required by law.
- C. 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 Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of Section 7, Security, below.
- D. **Privacy Officer.** Contractor shall designate a Privacy Officer who shall: (1) develop policies and procedures on PHI that comply with this Agreement, HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI; (2) receive complaints/notices pertaining to breaches, and process those complaints/notices in accordance with Section 10, herein; and (3) be the point of contact for communication on privacy matters with DDS. Contractor shall notify DDS's privacy and security officers of the individual designated as Privacy Officer and his/her appropriate contact information (including telephone, work address and email) upon execution of this Agreement, and within 10 calendar days of any changes.

7. Security

- A. Contractor shall ensure the security of all computerized data systems containing PHI in compliance with HIPAA, HIPAA Regulations and the HITECH Act, and in accordance with 45 CFR § 164.502(e)(1). These steps shall include, at a minimum, but not be limited to:
 - 1) Ensuring appropriate security levels to maintain the confidentiality, integrity and availability of PHI and electronic PHI in accordance with 45 CFR Part 164, Subpart C;
 - 2) Protecting against any reasonably anticipated threats or hazards to the security or integrity of PHI and electronic PHI in accordance with 45 CFR 164.306(a)(2);
 - 3) Protecting against any reasonably anticipated uses or disclosures of PHI and electronic PHI that are not permitted or required under 45 CFR Part 164, Subpart E, in accordance with 45 CFR 164.306(a)(3);
 - 4) Requiring encryption of electronic PHI that is confidential, sensitive, or personal when it is stored or transmitted using portable computing devices (including, but not limited to, tablets, smartphones, laptops and notebook computers, electronic tapes) and/or portable electronic storage media (e.g., CD, DVD, flash drives, etc.); and
 - 5) Designating a Security Officer pursuant to 45 CFR § 164.308 to oversee Contractor's data security program. The Security Officer shall be responsible for carrying out the requirements of this Section and to be the point of contact for communicating on security matters with DDS. Contractor shall notify DDS's privacy and security officers of the individual designated as Security Officer and his/her

appropriate contact information (including telephone, work address and email) upon execution of this Agreement, and within 10 calendar days of any changes.

8. Agents and Subcontractors

- A. Contractor shall require any of its agents, including subcontractors, that create, receive, maintain, or transmit PHI and/or electronic PHI on behalf of Contractor pursuant to its Agreement with DDS, to agree to the same restrictions, safeguards, and conditions that apply to Contractor herein with respect to such information. (45 CFR §§ 164.502, 164.504, 164.506, 164.314(a)(2)(i)(B)).
- B. Contractor's agents and subcontractors who create, receive, maintain, or transmit PHI and/or electronic PHI on behalf of Contractor are business associates of Contractor and are directly liable under HIPAA, HIPAA Regulations and the HITECH Act for any breach they commit. As such, Contractor's agents and subcontractors who create, receive, maintain, or transmit PHI and/or electronic PHI are subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by contract or required by law. Contractor's agents and subcontractors who create, receive, maintain, or transmit electronic PHI, are also directly liable and subject to civil penalties for failing to safeguard electronic PHI in accordance with HIPAA, HIPAA Regulations, and the HITECH Act.

9. Records available to the State and Secretary and Compliance Reviews

- A. In accordance with 45 CFR § 164.504(e)(ii)(2)(I), Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from DDS, or created or received by Contractor on behalf of DDS, available to DDS or to the Secretary for purposes of investigating or auditing DDS's compliance with the requirements of HIPAA, HIPAA Regulations, and the HITECH Act, in the time and manner designated by DDS or the Secretary.
- B. In accordance with 45 CFR § 160.310, Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor's normal business hours, however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to Contractor and in possession of a subcontractor or agent, it must certify efforts to obtain the information to the Secretary.

10. Breach Procedure

- A. **Discovery of Breach.** Contractor shall notify DDS ***within 72 hours by telephone call plus email*** upon the discovery of a breach compromising the security and/or privacy of PHI, or upon a reasonable belief such breach has occurred, as required at 45 CFR §164.410. Notification shall be provided to DDS Privacy Officer and DDS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling DDS Service Desk. Upon discovery of such breach or reasonable belief of such breach, Contractor shall immediately:

- 1) Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- 2) Commence an investigation.

Content of Notification: In accordance with 45 CFR §§ 164.404(c), 164.410, within 72 hours of discovery of such breach or reasonable belief such breach occurred, Contractor shall include the following information in the notification to DDS Privacy Officer and DDS Information Security Officer to the extent known:

- 1) Identification of each individual whose unsecured PHI or confidential information has been, or is reasonably believed to have been accessed, acquired, used, disclosed, or breached;
- 2) A description of the probable causes of the improper use or disclosure;
- 3) What data elements were involved and the extent of the data involved in the breach;
- 4) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or electronic PHI;
- 5) A description and date/s of where the PHI is believed to have been improperly utilized;
- 6) A description of the steps that an individual may take to protect him/her from the breach; and
- 7) A description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches.

- B. **Written Report.** In accordance with 45 CFR § 164.504(e)(2)(ii)(C) and 45 CFR § 164.410, Contractor shall provide a written report of the investigation to DDS Privacy Officer and DDS Information Security Officer within thirty (30) calendar days of the discovery of the breach or unauthorized use or disclosure.
- C. **Notification of Individuals.** Contractor or Contractor's subcontractor or agent shall notify individuals whose unsecured PHI has been or is reasonably believed by Contractor to have been accessed, acquired, used, transmitted, or disclosed as a result of the breach as required under 45 CFR § 164.404. Notification shall be provided without unreasonable delay as required by 42 USC § 17932(d), and within 30 calendar dates. Contractor, or Contractor's subcontractor or agent, shall pay any costs of such notifications, as well as any costs associated with the breach. DDS Privacy Officer and DDS Information Security Officer shall approve the time, manner and content of any such notifications.
- D. **Responsibility for Reporting Breaches Involving Less Than 500 Individuals.** If the cause of breach of PHI or electronic PHI is attributable to the Contractor, or its subcontractors or agents, Contractor is responsible for all required reporting of the breach as specified in 42 USC § 17932 and 45 CFR Part 164, Subpart D. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 10(A-C) above.

- E. **Responsibility for Reporting Breaches Involving 500 or More Individuals.** If a breach of unsecured PHI involves 500 or more residents of the State of California or its jurisdiction, Contractor and DDS shall jointly notify the Secretary of the breach immediately upon discovery of the breach and prominent media outlets serving the State of California or its jurisdiction in accordance with 42 USC § 17932 and 45 CFR §§ 164.406, 164.408. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 10(A-C) above.
- F. **DDS Contact Information.** Contractor shall direct communications to the following DDS staff. DDS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement.

| DDS Privacy Officer | DDS Information Security Officer |
|---|--|
| Privacy Officer privacy@dds.ca.gov (916) 654-3405 | Information Security Officer iso@dds.ca.gov (916) 654-1704 |

11. Term and Termination

- A. **Term.** The term of this Agreement shall terminate when this contract expires or when all of the PHI provided by DDS to Contractor, or created or received by Contractor on behalf of DDS, in any format, is returned to DDS and any associated storage media is destroyed, whichever is later.
- B. **Termination for Cause.** Upon DDS's knowledge of a pattern of activity or practice by Contractor that constitutes a material violation of this Agreement by Contractor, DDS shall:
- 1) Provide Contractor with a written notice of the existence of such material violation and a 30-day notice to cure the breach.
 - 2) If Contractor fails to cure such material violation within 30 days, DDS may immediately terminate this contract on written notice.
DDS shall report the violation to the HHS Secretary if such cure is not possible.

C. Judicial or Administrative Proceeding

DDS may terminate this Agreement in accordance with the terms and conditions of this Agreement as written herein above if: (1) Contractor is found guilty in a criminal proceeding for a violation of the HIPAA, HIPAA Regulations, or the HITECH Act; or (2) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, HIPAA Regulations, the HITECH Act, or any more stringent applicable state law protecting PHI in an administrative or civil proceeding in which Contractor is a party.

D. *Effect of Termination or Nonrenewal*

- 1) In accordance with 45 CFR § 164.504(e)(2)(ii)(J), upon termination of this Agreement or nonrenewal of this Agreement, Contractor shall, if reasonably feasible, return or destroy all PHI and/or electronic PHI received from DDS, or created or received by Contractor on behalf of DDS.
Contractor shall, if reasonably feasible, require that any PHI and/or electronic PHI in possession of subcontractors or agents is returned or destroyed and that no copies of such information is retained.
- 2) In the event Contractor determines that returning or destroying the PHI and/or electronic PHI is reasonably infeasible, Contractor shall notify DDS about the conditions that make return or destruction not feasible. If DDS agrees that the return or destruction of PHI and/or electronic PHI is not feasible, Contractor shall extend the protections of this Agreement to such information and limit further use and disclosures of such personal information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such information.

12. Due Diligence

Contractor shall exercise due diligence to ensure that it remains in compliance with this Agreement and is in compliance with the applicable provisions of HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI, and require its subcontractors and agents to be in compliance with the same.

13. Sanctions and/or Penalties

Contractor understands and acknowledges that it is required to comply with the provisions of HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI, and that failure to comply with these laws may result in the imposition of civil and/or criminal sanctions and/or other penalties on Contractor as set forth under HIPAA, HIPAA Regulations and the HITECH Act.

14. Employee Training and Discipline

- A. Contractor shall use reasonable measures to ensure compliance with the requirements of this Agreement. In doing so, Contractor must provide, at its own expense, annual security and privacy training on HIPAA to its employees who create, receive, maintain or transmit PHI or electronic PHI on behalf of DDS in accordance with 45 CFR § 164.308(a)(5)(i). Contractor shall require each employee who receives this training to sign a certification indicating the employee's name and the date on which the training was completed. Contractor shall retain each employee's written certifications for DDS inspection for a period of three years following contract termination.
- B. Contractor also agrees to discipline employees who intentionally violate any provisions of this Agreement, including up to termination of employment.

15. Audits, Inspection and Enforcement

From time to time, DDS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to DDS Privacy Officer in writing. The fact that DDS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Agreement, nor does DDS's:

- A. Failure to detect; or
- B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of DDS enforcement rights under this Agreement.

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Agreement, Contractor shall notify DDS and provide DDS with a copy of any PHI or electronic PHI that Contractor provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or electronic PHI to the Secretary. Contractor is responsible for any civil or criminal penalties assessed due to an audit or investigation of Contractor in accordance with 42 USC § 17934(c).

16. Obligations of DDS

- A. **Notice of Privacy Practices.** DDS shall provide Contractor with the Notice of Privacy Practices that DDS produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Visit www.dds.ca.gov to view the most current Notice of Privacy Practices.
- B. **Permission by Individuals for Use and Disclosure of PHI.** DDS shall provide Contractor, in writing, with any changes in, or revocation of, permission by an individual to use or disclose PHI or electronic PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** DDS shall notify Contractor, in writing, of any restriction to the use or disclosure of PHI that DDS has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** DDS shall not request Contractor to use or disclose PHI or electronic PHI in any manner that would not be permissible under HIPAA, HIPAA Regulations, the HITECH Act, or any more stringent applicable state law protecting PHI.

17. Miscellaneous

- A. **Disclaimer.** DDS makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA, HIPAA Regulations or the HITECH Act, will be adequate or satisfactory for Contractor's own purposes or any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized access, viewing, use, or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HIPAA Regulations, the HITECH Act, , and other applicable laws relating to the security or privacy of PHI and/or electronic PHI. Upon DDS's request Contractor agrees to promptly enter into good faith negotiations with DDS concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, HIPAA Regulations, and the HITECH Act, or other applicable laws. If negotiations are unsuccessful, DDS may move to terminate this Agreement in the event:
- 1) Contractor does not promptly enter into negotiations to amend this Agreement when requested by DDS pursuant to this Section, or
 - 2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that DDS deems sufficient to satisfy the standards and requirements of HIPAA, HIPAA Regulations, and the HITECH Act.
- C. **Assistance in Litigation or Administrative Proceedings.** Contractor shall make available to DDS, at no cost to DDS, its employees, subcontractors and/or agents to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against DDS, its officers or employees, based upon a claimed violation of HIPAA, HIPAA Regulations, the HITECH Act or any more stringent applicable state law protecting PHI, which involve the inactions or actions by Contractor. This provision does not apply where Contractor or its subcontractor, employee or agent is a named adverse party to DDS.
- D. **No Third Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DDS or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA

Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI.

- F. **References.** A reference in the terms and conditions of this Agreement to a section in HIPAA, HIPAA Regulations, and/or the HITECH Act means the section currently in effect or as amended.
- G. **Survival.** The respective rights and obligations of Contractor in this Agreement shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

References:

United States Department of Health and Human Services, Office for Civil Rights, Medical Privacy - National Standards to Protect the Privacy of Personal Health Information [hhs.gov/ocr/hipaa](https://www.hhs.gov/ocr/hipaa)

United States Department of Health and Human Services, Centers for Medicare and Medicaid Services – Security Standards
www.cms.hhs.gov/SecurityStandard/

National Institute of Standards and Technology (NIST)
nist.gov/

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS)
csrc.nist.gov/publications/PubsFIPS.html

Confidentiality Agreement
Implicit Bias Training
HD259003

Required for Release of DDS Data
Per the State Administrative Manual Section (5310)

Contractor hereby acknowledges that Department of Developmental Services (DDS) records and documents are subject to strict confidentiality requirements imposed by State and Federal laws including, but not limited to, Health Insurance Portability Accountability Act in Title 42 of the United States Code, Section 1320d *et seq.* and its implementing law and regulations such as the Health Information Technology for Economic and Clinical Health Act of 2009, (Public Law 111-005, Title XIII, Subtitle D, 42 U.S.C. § 17921 § 13400 *et seq.*), 45 CFR Parts 160 and 164, Sections 56 *et seq.* and 1798.24 – 1798.24b of the California Civil Code, California Welfare and Institutions Code sections 4514, 5328, and 15600 *et seq.*; California Penal Code Section 11167.5; and any other applicable State or Federal law pertaining to confidentiality.

Contractor assures that the appropriate provisions of both State and Federal law have been met and further assures that all agents of the organization, including subcontractors and agents, understand that unauthorized use, dissemination or distribution of PHI is a crime and that breaches of confidentiality and security may be subject to civil and criminal penalties by the State or Federal government.

Contractor assures that its agents, including subcontractors, will not use, disseminate or otherwise distribute records or documents containing PHI, either on paper or by electronic means, other than as required in the performance of their duties per this contract.

Contractor agrees that unauthorized use, dissemination or distribution of DDS records, documents or information is grounds for immediate termination of any contracts with DDS and may subject Contractor to penalties, both civil and criminal.

Signature of Contractor's Authorized Representative

Date: _____

Name/Title (Print)

APPENDIX 1

IX. ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

Proposer's Name _____

Please print clearly or type.

In addition to the requirements outlined in Article X. Required Content of Technical Proposal, a complete proposal package will consist of the items defined below.

Complete, sign, and date at the bottom of this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item in the *Submitted to DDS* box next to each item that you are submitting to DDS. For your proposal to be responsive, all required attachments, including the signed checklist, must be returned with your proposal submission. Electronic signatures are acceptable for all documents.

| Required | Description | Submitted to DDS |
|---|--|------------------|
| Attachment 1 | Required Attachment Checklist | |
| Attachment 2 | Proposal/Proposer Certification Sheet | |
| Attachment 3 | Cost Proposal Worksheet (<i>Submitted in Excel as well as hardcopy</i>) | |
| Attachment 4 | Proposer Point of Contact | |
| Attachment 5 | Proposer References | |
| Attachment 6 | Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205*) | |
| Attachment 7 | Contractor Certification Clauses (CCC 04/2017) | |
| Attachment 8 | Proposer Declaration (Written) (DGS PD 05-105) | |
| Attachment 9 | Insurance Acknowledgment | |
| Attachment 10 | Proposal Incentives and Preferences Certification | |
| Attachment 11 | Resumes | |
| Attachment 12 | Statement of Assurances for Protection of Protected Health Information (HIPAA)/ Business Associate Agreement (BAA) Acknowledgement | |
| Attachment 13 | Labor Hours Worksheet | |
| Conditional | Description | Submitted to DDS |
| Attachment 14 | California Certified Small Business (SB)/Microbusiness (MB) Certification * | |
| Attachment 15 | Target Area Contract Preference Act (TACPA) Preference Request for Goods and Services Solicitations (STD 830) * | |
| Attachment 16 | Proposer's Summary of Contract Activities and Labor Hours (DGS PD 526) * | |
| Attachment 17 | California Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843) * | |
| Attachment 18 | Darfur Contracting Act Certification (DGS PD 1) * | |
| Attachment 19 | Iran Contracting Act Verification Form (DGS PD 3) | |
| Attachment 20 | California Civil Rights Law Certification (DGS OLS 04) | |
| Attachment 21 | California Secretary of State Certification of Status* | |
| Copy of valid California city or county business license (if applicable); or an affidavit that the business is in good standing with the state, province, or country in which business is headquartered | | |

*Submit only if applicable.

Authorized Signature and Title

Date

APPENDIX 1

X. ATTACHMENT 2 – PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be completed, signed, and returned along with Proposal package. An individual who is authorized to bind the Proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

- A. Our all-inclusive proposal is submitted as detailed in Attachment 3, Cost Proposal Worksheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet may be Cause for Rejection

| | | |
|--|---|---|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 3. Address | | |
| Indicate your organization type: | | |
| 4. <input type="checkbox"/> Sole Proprietorship | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number: | | |
| 7. Federal Employee ID No. (FEIN) | 8. California Corporation No. | |
| 9. Indicate applicable license and/or certification information: | | |
| 10. Proposer's Name (Print) | | 11. Title |
| 12. Signature | | 13. Date |
| 14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your certification number below: _____ | | |
| NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: _____ | | |

APPENDIX 1

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

| Item Numbers | Instructions |
|-----------------------|---|
| 1, 2, 2a, 3 | Must be completed. These items are self-explanatory. |
| 4 | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business. |
| 5 | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. |
| 6 | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. |
| 7 | Enter your federal employee tax identification number. |
| 8 | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California. |
| 9 | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured. |
| 10, 11, 12, 13 | Must be completed. These items are self-explanatory. |
| 14 | If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your certification number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR. |

APPENDIX 1

XI. ATTACHMENT 3 – COST PROPOSAL WORKSHEET

DDS does not expressly or by implication agree that the actual amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. The rates bid below by the Contractor shall be binding on the Contractor for the term of the Agreement. Any amendments to the Agreement will adhere to rates bid below.

Contract Year 1 – July 1, 2025 (tentative) to June 30, 2026

1. DIRECT LABOR

| | | Hours | | Hourly Rate | Total |
|-----------|-------------------|-------|---|-------------|----------|
| Personnel | (Job Description) | _____ | @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ | @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ | @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ | @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ | @ | \$ _____ | \$ _____ |
| Subtotal | | | | | \$ _____ |

2. SUBCONTRACTOR(S)

| | | Hours | | Hourly Rate | Total |
|---------------|-------------------|-------|---|-------------|----------|
| Subcontractor | (Job Description) | _____ | @ | _____ | \$ _____ |
| | (Job Description) | _____ | @ | _____ | \$ _____ |
| Subtotal | | | | | \$ _____ |

3. ADMINISTRATIVE/ BENEFITS AND INDIRECT/ OVERHEAD COSTS

Subtotal \$ _____

4. ESTIMATED TRAVEL COSTS*

Subtotal \$ _____

1. TOTAL COST (Tables 1, 2, 3, and 4)

\$ _____

2. EVALUATED COST (Tables 1, 2 and 3)

\$ _____

*DDS will add a line item for travel upon contract execution. Travel cost will not be factored into the evaluation. Travel costs shall be considered a reimbursable expense up to the amounts permitted by CalHR's current travel/lodging rates.

APPENDIX 1

XII. ATTACHMENT 3 – COST PROPOSAL WORKSHEET

DDS does not expressly or by implication agree that the actual amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. The rates bid below by the Contractor shall be binding on the Contractor for the term of the Agreement. Any amendments to the Agreement will adhere to rates bid below.

Contract Year 2 – July 1, 2026 to June 30, 2027

3. DIRECT LABOR

| | | Hours | Hourly Rate | Total |
|-----------|-------------------|---------|-------------|----------|
| Personnel | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| Subtotal | | | | \$ _____ |

4. SUBCONTRACTOR(S)

| | | Hours | Hourly Rate | Total |
|---------------|-------------------|---------|-------------|----------|
| Subcontractor | (Job Description) | _____ @ | _____ | \$ _____ |
| | (Job Description) | _____ @ | _____ | \$ _____ |
| Subtotal | | | | \$ _____ |

5. ADMINISTRATIVE/ BENEFITS AND INDIRECT/ OVERHEAD COSTS

Subtotal \$ _____

6. ESTIMATED TRAVEL COSTS*

Subtotal \$ _____

7. TOTAL COST (Tables 1, 2, 3, and 4)

\$ _____

8. EVALUATED COST (Tables 1, 2 and 3)

\$ _____

*DDS will add a line item for travel upon contract execution. Travel cost will not be factored into the evaluation. Travel costs shall be considered a reimbursable expense up to the amounts permitted by CalHR's current travel/lodging rates.

APPENDIX 1

XIII. ATTACHMENT 3 – COST PROPOSAL WORKSHEET

DDS does not expressly or by implication agree that the actual amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. The rates bid below by the Contractor shall be binding on the Contractor for the term of the Agreement. Any amendments to the Agreement will adhere to rates bid below.

Option to Renew: Contract Year 3 – July 1, 2027 to June 30, 2028

1. DIRECT LABOR

| | | Hours | Hourly Rate | Total |
|-----------|-------------------|---------|-------------|----------|
| Personnel | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |
| | (Job Description) | _____ @ | \$ _____ | \$ _____ |

Subtotal \$ _____

2. SUBCONTRACTOR(S)

| | | Hours | Hourly Rate | Total |
|---------------|-------------------|---------|-------------|----------|
| Subcontractor | (Job Description) | _____ @ | _____ | \$ _____ |
| | (Job Description) | _____ @ | _____ | \$ _____ |

Subtotal \$ _____

3. ADMINISTRATIVE/ BENEFITS AND INDIRECT/ OVERHEAD COSTS

Subtotal \$ _____

4. ESTIMATED TRAVEL COSTS*

Subtotal \$ _____

5. TOTAL COST (Tables 1, 2, 3, and 4)

\$ _____

6. EVALUATED COST (Tables 1, 2 and 3)

\$ _____

*DDS will add a line item for travel upon contract execution. Travel cost will not be factored into the evaluation. Travel costs shall be considered a reimbursable expense up to the amounts permitted by CalHR's current travel/lodging rates.

APPENDIX 1

XIV. ATTACHMENT 4 – PROPOSER POINT OF CONTACT

Proposer's Name: _____
(Please print clearly or type.)

| | | | |
|---|--|-------------|--|
| The contact person regarding this RFP is: | | | |
| Name and Title: | | | |
| Address: | | | |
| Email: | | | |
| Phone: | | Cell Phone: | |
| If awarded an agreement, the Contract Manager for services will be: | | | |
| Name and Title: | | | |
| Address: | | | |
| Email: | | | |
| Phone: | | Cell Phone: | |
| If awarded an agreement, direct all agreement inquiries to: | | | |
| Name and Title: | | | |
| Address: | | | |
| Email: | | | |
| Phone: | | Cell Phone: | |
| If awarded an agreement, the name of the company officer authorized to sign the Agreement is: | | | |
| Name and Title: | | | |
| Email: | | | |

APPENDIX 1

XV. ATTACHMENT 5 – PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this agreement. If three references cannot be provided, please attach an explanation.
DDS or its employees may not be used as references.

REFERENCE 1

| | | | |
|---------------------------------------|------|--------------------------|----------|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Date Range of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |

REFERENCE 2

| | | | |
|---------------------------------------|------|--------------------------|----------|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Date Range of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |

REFERENCE 3

| | | | |
|---------------------------------------|------|--------------------------|----------|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Date Range of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |

APPENDIX 1

XVI. ATTACHMENT 6 - PAYEE DATA RECORD (STD 204) AND PAYEE DATA RECORD SUPPLEMENT (STD 205*)

Payee Data Record (STD 204) is required and must be submitted.

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

*Only use Payee Data Record Supplement (STD 205) to provide a remittance address if different from the mailing address for information returns, or to make subsequent changes to the remittance address

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

XVII. ATTACHMENT 7 - CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

All entities must sign the first page of the Contractor Certification Clauses (CCC 04/2017).

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

XVIII. ATTACHMENT 8 - BIDDER DECLARATION (WRITTEN) (GSPD-05-105)

All proposers must complete the Bidder Declaration (Written) GSPD-05-105 and include it with the Proposal Submission. When completing the declaration, proposers must identify all subcontractors proposed for participation in the Agreement. Proposers awarded an agreement are obligated contractually to use the subcontractors for the corresponding work identified unless DDS agrees to a substitution, and it is incorporated by amendment into the Agreement.

<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

APPENDIX 1

XIX. ATTACHMENT 9 - INSURANCE ACKNOWLEDGEMENT

Proposer's Name: _____

Please print clearly or type.

Proposers must complete and submit an acknowledgement of their ability to meet the insurance requirements and certificate(s) of coverage must be provided immediately upon notice of award.

I certify that we can meet the insurance requirements identified in the Agreement, Exhibit D--Special Terms and Conditions.

Authorized Signature

Date

Name of Proposer

Name and Title (Please Print)

APPENDIX 1

XX. ATTACHMENT 10 – PROPOSAL INCENTIVES AND PREFERENCES CERTIFICATION

1. SMALL BUSINESS (SB) PREFERENCE:

Proposer must check the appropriate box from the choices below.

- ☐ I am a Department of General Services (DGS) certified SB and claim the SB Preference.
My DGS SB certification number is: _____
- ☐ I am not a DGS certified SB, but 25 percent or more of the revenue from the award will go to DGS certified SB subcontractor(s) performing a *commercially useful function* and therefore I am claiming the preference.
Proposer must submit a complete Attachment 7: Bidder Declaration (Written), (GSPD 05-105) indicating the percentage of the revenue that will be received by each DGS certified SB subcontractor.
- ☐ I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Proposer must check the appropriate box from the choices below.

- ☐ I am a DGS certified DVBE. A copy of my Attachment 16, Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843) form is attached.
- ☐ I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE subcontractor(s) performing a *commercially useful function*, and therefore I am claiming the DVBE incentive.
Proposer must submit a complete Attachment 7: Bidder Declaration (Written) (GSPD 05-105), indicating the percentage of the revenue that will be received by each DGS certified DVBE subcontractor. Proposer must also submit Attachment 16, California Disabled Veteran Business (DVBE) Enterprise (DGS PD 843) DVBE Declarations, for each DVBE subcontractor, signed by the DVBE owner/manager.
- ☐

APPENDIX 1

TARGET AREA CONTRACT PREFERENCE ACT (TACPA) PREFERENCE:

Proposer shall check the appropriate box from the choices below.

- ☐ I am claiming the TACPA Preference
Proposer must submit Attachment 14: Target Area Contract Preference Act (TACPA) Preference Request for Goods and Services Solicitations (STD 830) and Attachment 15: Bidder's Summary of Contract Activities and Labor Hours (DGS PD 526).
- ☐ I am not claiming the TACPA preference.

Name of Proposer:

Signature and Date:

APPENDIX 1

XXI. ATTACHMENT 11 – RESUMES

Resumes to be inserted as Attachment 11.

APPENDIX 1

XXII. ATTACHMENT 12
STATEMENT OF ASSURANCES FOR PROTECTION OF PROTECTED HEALTH
INFORMATION (HIPAA) ACKNOWLEDGEMENT OR BUSINESS ASSOCIATE
AGREEMENT (BAA) ACKNOWLEDGEMENT

Bidder's Name: _____
Please print clearly or type.

Bidder must submit an acknowledgement they will sign the last page of the Statement of Assurances for Protection of Protected Health Information (HIPAA)/ Business Associate Agreement (BAA) Acknowledgement upon award of agreement.

I certify that we will meet the requirement for completion of the HIPAA, as applicable.

Authorized Signature

Date

Name of Bidder

Name and Title (Please Print)

APPENDIX 1

ATTACHMENT 13—LABOR HOURS WORKSHEET

Fiscal Year:

Contract Year:

| Personnel (First Name, Last Name) | Position Title | Task 1 | Task 2 | Task 3 | Task 4 | Task 5 |
|-----------------------------------|----------------|--------|--------|--------|--------|--------|
| | | Hours | Hours | Hours | Hours | Hours |

Subcontractor(s)

Totals:

APPENDIX 1

Attachments 14 through 22 must be included in the submission only if applicable:

XXIII. ATTACHMENT 14 – COPY OF CALIFORNIA SMALL BUSINESS (SB)/MICRO BUSINESS (MB) CERTIFICATION

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

XXIV. ATTACHMENT 15 – TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS (TACPA) (STD 830)

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

XXV. ATTACHMENT 16 – PROPOSER'S SUMMARY of CONTRACTING ACTIVITIES AND LABOR HOURS (DGS PD 526)

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf>

XXVI. ATTACHMENT 17 – CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (DGS PD 843)

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

XXVII. ATTACHMENT 18 – DARFUR CONTRACTING ACT CERTIFICATION (DGS PD1)

If applicable, proposers must complete the Darfur Contracting Act Certification and include it with the Proposal response.

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

XXVIII. ATTACHMENT 19 – IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3)

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

XXIX. ATTACHMENT 20 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)

<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf>

XXX. ATTACHMENT 21 – CALIFORNIA SECRETARY OF STATE CERTIFICATION OF STATUS

California Secretary of State Certification of Status is required *if* your company is a corporation, limited liability company (LLC), or limited partnership (LP).

<https://bizfileonline.sos.ca.gov/search/business>

APPENDIX 2

TECHNICAL PROPOSAL EVALUATION CRITERIA

An evaluation committee will meet to evaluate the technical proposal using a consensus process. A minimum of **163** out of **233** is required for a proposer to move on to the Presentation.

| Executive Summary– (0-8 Points) | Maximum Possible Score | Score |
|--|-------------------------------|--------------|
| Proposer has provided a detailed Executive Summary that contains the following: | | |
| How the proposed project staff and proposed subcontractors have the organization, management capability, and expertise to perform the tasks identified in Item F, Project Scope. | 2 | |
| Titles, qualifications, and number of staff and subcontractors that will be used. | 2 | |
| A plan of how the Proposer will integrate the work, described in the RFP with current activities. | 2 | |
| Resumes demonstrate how key staff meet the requirements outlined in Article V. Proposer Minimum Qualification Requirements. | 2 | |
| Executive Summary Total Points | 8 | |

| Coordination and Communications with DDS – (0-10 Points) | Maximum Possible Score | Score |
|---|-------------------------------|--------------|
| Proposer has addressed and demonstrated how the following tasks will be accomplished: | | |
| A. Coordination and Communications with DDS | 2 | |
| B. Orientation Meeting | 2 | |
| C. Management Meetings | 2 | |
| D. Contract Reporting Activities | 4 | |
| Coordination and Communication with DDS Total Points | 10 | |

| Proposer's Personnel and Organizational Structure – (0-10 Points) | Maximum Possible Score | Score |
|---|-------------------------------|--------------|
| Proposer has addressed and demonstrated how each section will be accomplished: | | |
| How the Proposer's key staff are capable in implementing of each deliverable and identified key staff assigned to each section. | 5 | |

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| Included the Proposer's organizational structure defining support and ancillary staff responsibilities, liaisons to DDS, and defined reporting relationships. | 5 | |
| Proposer's Personnel and Organizational Structure Total Points | 10 | |

| Technical Experience – (0-15 Points) | Maximum Possible Score | Score |
|--|-------------------------------|--------------|
| Proposer provided: | | |
| Narrative of the Proposer's experience with California's developmental disability system including regional centers, cultural and linguistic competency, and strategies to promote and reduce disparities. | 5 | |
| A narrative of how the Proposer's qualifications, work and/or educational experience with strategies for systems change related to implicit bias training, policy or practice will result in a successful assessment of the state of implicit bias training in the RC system and improve service delivery, access and equity for individuals who receive services. | 10 | |
| Technical Experience - Total Points | 15 | |

| Additional Knowledge, Expertise, and Skills – (0- Points) | Maximum Possible Score | Score |
|--|-------------------------------|--------------|
| Quality Any of the features that make something what it is, characteristic element, attribute, the degree of excellence which a thing possesses. Quantity The aspect in which a thing is measurable in terms of greater, less, or equal or of increasing or decreasing magnitude. | | |
| Proposer provided a response to the following questions: | | |
| How does your organization define implicit bias? (0-3 Points) Points 0 Does not meet the basic or minimum requirement 1 Meets basic or minimum requirements, may be less than adequate in terms of quality 2 Adds more than one quality element 3 Demonstrates superior knowledge and expertise | | |

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| <p>Describe your experience in assisting your clients in addressing concerns identified in implementing implicit bias training. What steps did you recommend addressing those concerns? (0-4 Points)</p> <p>Points</p> <p>0 Does not meet the basic or minimum requirement</p> <p>1 Meets basic or minimum requirements, may be less than adequate in terms of quality</p> <p>2 Adds more than one quality element</p> <p>3-4 Demonstrates superior knowledge and expertise</p> | | |
| <p>If applicable, describe any experience with change management. Please note if this change management work was related to implicit bias. (0-2 Points)</p> <p>Points</p> <p>0 Does not meet the basic or minimum requirement</p> <p>1 Meets basic or minimum requirements, may be less than adequate in terms of quality</p> <p>2 Demonstrates superior knowledge and expertise</p> | | |
| <p>Describe your knowledge of and/or experience with the California service delivery system for persons with developmental disabilities. (0-4 Points)</p> <p>Points</p> <p>0 Does not meet the basic or minimum requirement</p> <p>1 Meets basic or minimum requirements, may be less than adequate in terms of quality</p> <p>2 Adds at least one or more quality or quantity elements</p> <p>3-4 Demonstrates superior knowledge of governmental policy and service delivery system</p> | | |
| <p>Describe your methods for ensuring accurate training registration and course completion information, as well as the issuance of course completion certificates. (0-2 Points)</p> <p>Points</p> <p>0 Does not meet the basic or minimum requirement</p> <p>1 Meets basic or minimum requirements, may be less than adequate in terms of quality</p> <p>2 Demonstrates superior knowledge and expertise</p> | | |

APPENDIX 2

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| Describe how your organization has ensured that information and skills acquired by trainees regarding implicit bias is maintained over time. (0-2 Points) | | |
| <p>Points</p> <p>0 Does not meet the basic or minimum requirement</p> <p>1 Meets basic or minimum requirements, may be less than adequate in terms of quality</p> <p>2 Demonstrates superior knowledge and expertise</p> | | |
| What strategies have you implemented to assist individuals who are resistant to implicit bias training? (0-3 Points) | | |
| <p>Points</p> <p>0 Does not meet the basic or minimum requirement</p> <p>1 Meets basic or minimum requirements, may be less than adequate in terms of quality</p> <p>2 Adds more than one quality element</p> <p>3 Demonstrates superior knowledge and expertise</p> | | |
| Additional Knowledge, Expertise, and Skills - Total Points | 20 | |

| Logic Model – (0-15 Points) | Maximum Possible Score | Score |
|---|-------------------------------|--------------|
| Proposer a logic model that includes: | | |
| Steps linking implicit bias training to measurable improvements in outcomes for consumers. | 5 | |
| Recommended measures to assess the impact of the training at each step of the logic model | 5 | |
| A reference peer-reviewed research findings demonstrating that implicit bias training can lead to specific, measurable impacts, including knowledge increases, behavior changes, and systematic improvements. | 5 | |
| Logic Model - Total Points | 15 | |

| Work Plan – (0-20 Points) | Maximum Possible Score | Score |
|---|-------------------------------|--------------|
| Proposer submitted a draft workplan that includes: | | |
| Identifying detailed tasks and timelines to implement the project deliverables, including in-person and virtual training components, real-time reporting mechanisms, and evaluation tools | 4 | |

APPENDIX 2

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| Recommended measures to assess the impact of the training at each step of the logic model | 4 | |
| Include objectives, activities, responsible parties, outcomes/deliverables, and timelines | 4 | |
| Account for infrastructure to support attendance tracking, certification issuance, and continuing education credits. | 4 | |
| Outline effective administration, capacity, and contingency plans to successfully implement the contract deliverables and coordinate with Regional Centers. | 4 | |
| Work Plan - Total Points | 20 | |

| Strategies – (0-35 Points) | Maximum Possible Score | Score |
|--|-------------------------------|--------------|
| Proposer's general strategy demonstrates: | | |
| How to overcome barriers or obstacles to implementation | 4 | |
| Plan for delivery of accessible materials in plain language and easy-to-understand concepts | 4 | |
| The capacity to adapt curricula and professional development/training to the intellectual and developmental disability context | 4 | |
| Creating actionable recommendations that reduce institutional biases within a regional center | 4 | |
| The current state of implicit bias training at each of the regional centers subsequent to initial training provided to regional center staff and required contractors. | 4 | |
| Proposers' strategy to leverage data to understand the current conditions in each RC catchment area, and identify the impact, if any, of existing practice and policies on service delivery including processes for: | | |
| Analyzing available regional center catchment and administrative data | 5 | |
| Assessing each regional centers' implicit bias status | 5 | |
| Creating actionable recommendations to measure impact of implicit bias training and ongoing support for implementation within a regional center | 5 | |
| Strategies - Total Points | 35 | |

| Training – (0-80 Points) | Maximum Possible Score | Score |
|--|-------------------------------|--------------|
| Proposer provided a narrative that includes: | | |

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|--|-----------|--|
| A curriculum that that considers the items listed in Article XI, E. Project Scope, Section 9, A. Training Curriculum | 20 | |
| A curriculum that that considers the items listed in Article XI, E. Project Scope, Section 9, B. Quantitative and Qualitative Measures | 20 | |
| A curriculum that that considers the items listed in Article XI, E. Project Scope, Section 9, C. Post Training Activities | 20 | |
| A curriculum that that considers the items listed in Article XI, E. Project Scope, Section 9, D. Training Reports | 20 | |
| Training - Total Points | 80 | |

| Section 508 Compliance– (0-20 Points) | Maximum Possible Score | Score |
|--|-------------------------------|--------------|
| Proposer demonstrated how the proposer will comply with: | | |
| Compliance with Americans with Disability Act (ADA) requirements and meet the technology recommendations and minimum standards described in Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C Section 784). | 20 | |
| Section 508 Compliance - Total Points | 20 | |

APPENDIX 2

PRESENTATION EVALUATION CRITERIA (75 minutes per Proposer)

The evaluation committee will conduct oral interviews for proposers who have passed Phases I and II. The presentation will consist of **3 categories**. Presentation is limited to a maximum of 60 minutes, followed by 15 minutes for follow up questions and answers by DDS Evaluation Committee. The responses will be scored based on the criteria outlined below.

| Category | Scoring Criteria | Total Points | Score |
|---------------------|--|--------------|-------|
| Introduction | Presentation includes overview of their proposal | 1 | |
| | Information is presented in a logical sequence. | 1 | |
| | Introduction lays out the project well and establishes the framework for the presentation. | 1 | |
| Content | Highlights experience working with DDS, regional centers, diverse community-based organizations, and constituency groups whose work addresses individuals' and their families' service access and equity needs | 5 | |
| | Conveys knowledge of Implicit Bias concepts, training and impacts to social and health care services systems. | 10 | |
| | There is an obvious conclusion summarizing the presentation. | 1 | |
| Presentation | Visual aids are well prepared, informative, effective, and not distracting. | 1 | |
| | Length of presentation is within the assigned time limits. | 1 | |
| | Information was well communicated. | 1 | |
| | Total Points | 22 | |

APPENDIX 2

COST COMPONENT

| Cost Component – (0-110 Points) | Maximum Possible Score | |
|--|------------------------|--|
| <p>Proposer <u>must</u> submit a Cost Worksheet (Attachment 3) that includes rates for the three-year Agreement period. (See below for an example of a completed cost sheet)</p> <p>The Proposer must prepare the total cost information by hourly unit. No erasures are permitted in cost proposals. Errors, if any, must be crossed out and corrections must be typed or printed with ink. The person signing the cost proposal must initial all corrections.</p> <p>The lowest Cost for Services will be given the maximum number of 110 points. All other cost proposals will be given a prorated percentage of 110 points based on the proportion of their Cost for Services compared to the lowest cost bid for Cost for Services.</p> <p>For example, if lowest cost for the Implicit Bias Training RFP equals \$300,000 would be awarded xx points, the second lowest cost \$316,000.00 would be awarded $(\\$300,000/\\$316,000 \times \text{XXX}) = \text{XXX}$ points total.</p> | | |
| Cost Component Total Points: | 110 | |

APPENDIX 2

Phase II Technical Proposal Evaluation – Score Sheet

Name of Proposer:

Evaluator:

TECHNICAL EVALUATION

Evaluators will assign points for each of the areas listed below.

Technical Evaluation:
(233 Possible Points)

Score: _____

PRESENTATION:
(22 Possible Points)

Score: _____

COST PROPOSAL:
(110 Points Maximum)

The lowest cost for **Implicit Bias Training RFP** will be given the maximum number of 110 points.

The lowest Cost for Services will be given the maximum number of 110 points. All other cost proposals will be given a prorated percentage of 110 points based on the proportion of their Cost for Services compared to the lowest cost bid for Cost for Services.

For example, if lowest cost for the **Implicit Bias Training RFP** equals \$300,000, it would be awarded 110 points, the second lowest cost \$316,000.00 would be awarded $(\$300,000/\$316,000 \times 110) = 104$ points total.

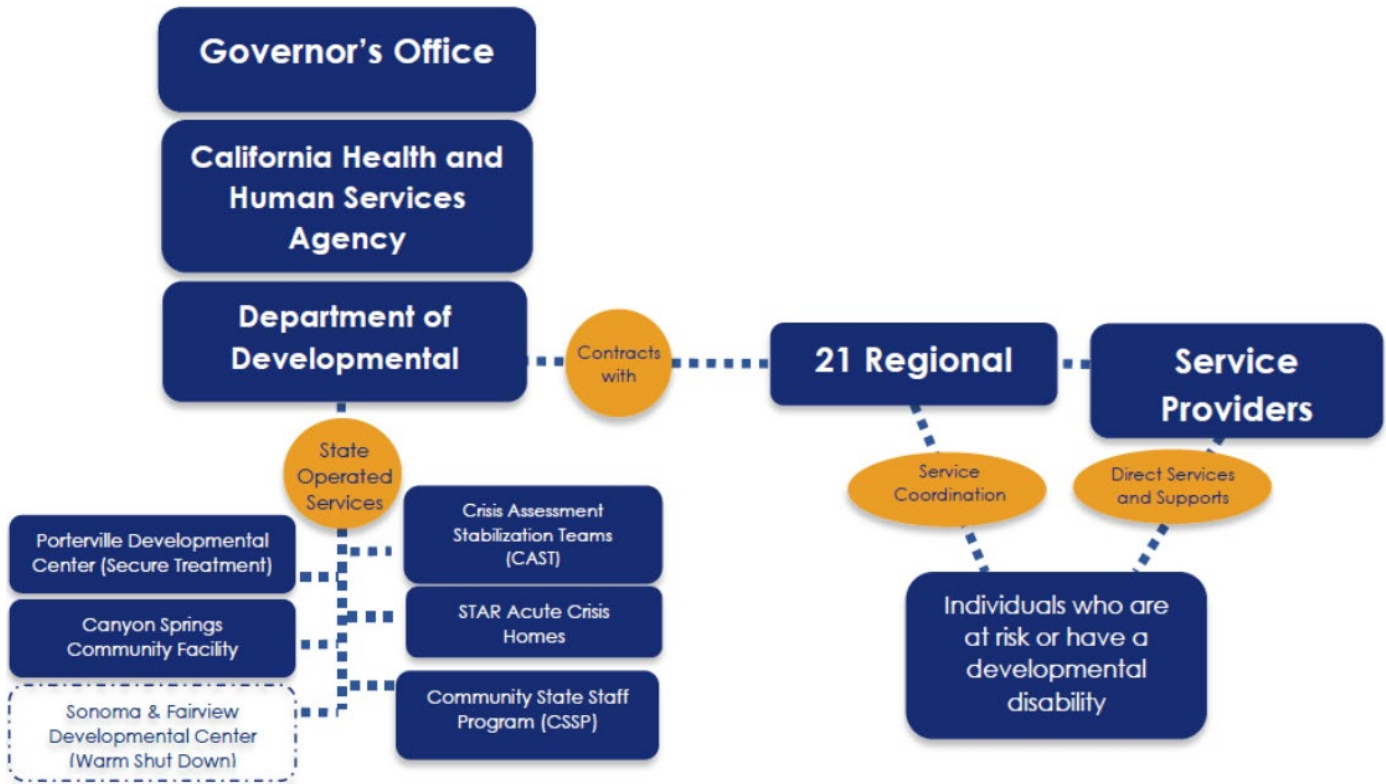
Score: _____

TOTAL SCORE
(365 POINTS MAXIMUM)

TOTAL SCORE: _____

Note: Preference programs (i.e. Small Business Enterprise, Target Area Contract Preference Act, Disabled Veteran Business Enterprise) will affect a Proposer's proposal.

APPENDIX 3
Department of Developmental Services Organization Chart



APPENDIX 3

Regional Centers Map

