INVITATION FOR BID (IFB)
Notice to Prospective Bidders

IFB Number: 26-20055-000
Dance Educator Services

August 10, 2026

You are invited to review and respond to this Department of State Hospitals (DSH) – Metropolitan solicitation. DSH is seeking bids for a contractor to perform **Dance Educator Services.**

In submitting a bid, bidders 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 rejection of a bidder's bid. By submitting a response, bidders 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 and Contractor Certification Clauses that may be viewed and downloaded at: Standard Contract Language.

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 any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

This bid solicitation is published online at the Cal eProcure web site at: https://caleprocure.ca.gov/pages/index.aspx To ensure receipt of any addenda that may be issued and answers to questions posed, you must register at https://caleprocure.ca.gov/pages/BidderRegistration-BS3/bidder-registration-1.aspx

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I. DESCRIPTION OF SERVICES

A. Description of Services/Background:

1. Contractor shall provide all labor, insurance, and medical clearance necessary to provide Dance Educator Services including workshops to adult Patients/Individuals with varying degrees of mental illnesses.

2. DSH – Metropolitan is not permitting the use of subcontractors for this service. Any standard language in this IFB, which refers to subcontractors shall not apply to the Agreement.

3. Please carefully review and consider the minimum qualifications, and the detailed Scope of Work located in Attachment 12, Sample Agreement, Exhibit A, Scope of Work, in order to complete your bid.

B. Agreement Term and Security Provisions:

1. The term of any agreement resulting from this IFB is anticipated to be September 2, 2026, through June 30, 2029. Any agreement resulting from this IFB shall have no force or effect until it is signed by both parties and approved by the Department of General Services (DGS) if such approval is required. Performance shall start no later than on the expressed date set by the awarding agency and after all approvals have been obtained and the agreement is fully executed.

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

3. Should Contractor fail to commence work at the agreed upon time, DSH reserves the right to terminate the agreement for cause upon five (5) calendar days written notice to Contractor.

4. Bidder shall agree to all security provisions where the performance of work takes place on any state hospital grounds.

C. Generative Artificial Intelligence (GenAI):

1. 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.

2. Bidder / Offeror 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.

3. 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.

4. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

5. 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.

II. MINIMUM QUALIFICATIONS (MQ)

A. Proof of Legal Right To Do Business:

Bidders must submit proof of their legal right to do business in the State of California:

1. Bidders must submit a copy of their license to do business in the State of California, including any proof of "Doing Business As (DBA)" documentation, as applicable.

2. Bidders must certify that they are and will continue to meet all terms and conditions for operating a business in the city/county in which the business is headquartered.

3. Bidders which are corporations, regardless of where they are incorporated, shall certify they are currently in good standing with the California Secretary of State (SOS). DSH shall verify that the proposed awardee(s) is in good standing by checking the (SOS) website: https://bizfileonline.sos.ca.gov/search/business.

B. References:

Bidder must submit applicable references:

1. Bidder must provide a list of three (3) references from customers for whom the bidder has provided services of the same nature and type as those outlined in this solicitation. References submitted must be for services provided in the past two (2) years (from the date of this solicitation). If bidder has provided these services to a government entity during the timeframe above, they must be used as a reference. Furthermore, if the bidder has provided services to DSH during this timeframe, one of the references must be from a DSH Contract Manager, or designee. Each reference must be able to address each of the following:

   i. The bidder's responsiveness to requests for service
   ii. The bidder's ability to provide the contracted services
   iii. The customer's overall assessment of the bidder's performance

   The list of references shall include the following:

   i. Name of Company
   ii. Address
   iii. Contact Name and Title
   iv. Telephone
   v. Email Address

   DSH reserves the right to utilize these references in determining whether a bidder is responsible.

C. Agreement to Sign:

1. The bidder shall certify that, if awarded an agreement, they shall sign and return one (1) original of the Standard Agreement signature pages (Std. 213), to be received by DSH no later than seven (7) calendar days from the date that DSH e-mails the agreement to the email

address provided by bidder on the Minimum Qualifications Response Form (Attachment 3). This requirement shall be ten (10) calendar days if DSH elects to mail the agreement. DSH reserves the right, at its sole discretion, to require documentation to be submitted in addition to the Std. 213. If DSH exercises that right, Contractor must submit all required documentation within the timeframes noted here.

2. The bidder shall further certify that they understand the insurance requirements in Attachment 12, Sample Agreement, Exhibit G, Insurance Requirements, and if awarded an agreement, shall provide DSH with all required insurance documents as may be applicable, in a timely manner.

3. DSH reserves the right, at its sole discretion, to cancel a proposed award to a bidder who does not submit the required documentation described herein. Should DSH cancel a proposed award for this reason, DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible bidder.

D. Resume

1. Bidders must submit a resume detailing dance training, professional achievements, and employment history. Bidders must demonstrate a minimum of three (3) consecutive years of experience within the last five years, specifically designing and facilitating dance workshops, classes, or programs for individuals with mental health disabilities or populations in institutional/clinical settings. Bidders must have verifiable experience providing direct services to individuals subject to various civil holds across varying acuity levels.

E. General Qualifications

1. Bidders must possess the ability to work with individuals of various civil holds and functioning levels.

2. Bidders must possess a general working knowledge of dance, movement theory, history, and choreography.

3. Bidders must be physically capable of transporting needed supplies and materials to/from workshop sites.

III. BID REQUIREMENTS AND INFORMATION

A. Key Action Dates:

Event	Date	Time
IFB available to prospective bidders	08/10/2026	-
Deadline for Submission of Questions	08/14/2026	2:00 PM
DSH Response to Questions	08/18/2026	2:00 PM
Final Date for Bid Submission	08/24/2026	2:00 PM
Public Bid Opening	08/24/2026	2:30 PM
Anticipated Notice of Intent to Award Posted	08/25/2026	N/A
Anticipated Start Date	09/02/2026	N/A

Note: Unless otherwise indicated, all times noted in this solicitation are Pacific Time.

B. Bidder's Questions:

1. Bidders shall notify DSH immediately but no later than 2:00 p.m. on August 14, 2026, via e-mail at MSHServiceAgreement@dsh.ca.gov **and** elizabeth.denegri@dsh.ca.gov if they need clarification about the services being sought or have questions about the IFB instructions or requirements. The level of detail that shall be provided in response is subject to the availability of DSH resources. DSH shall respond to all questions via an addendum to the solicitation with all questions and answers posted on Cal e-Procure (www.caleprocure.ca.gov). ***Note: It is the responsibility of the bidder to check Cal eProcure for questions and/or changes within the IFB as all questions, answers, and addendums will be posted there. DSH will not be held responsible for inaccurate bids due to bidder's oversight in reviewing any and all information via Cal eProcure.*** **This official bid solicitation is only published online at the California E-Procure, FI$Cal web site at: https://caleprocure.ca.gov/pages/index.aspx.**

2. Verbal comments regarding this IFB are unofficial and are not binding on DSH unless later confirmed in writing as an official addendum.

3. Bidders that fail to report a known or suspected problem with the IFB or fail to seek clarification and/or correction of the IFB, submit a bid at their own risk.

C. Submission of Bids:

1. Physical Submission:

   i. All bids must be submitted under a **sealed** cover and received by DSH by the date and time shown in Section III, A – Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, and must be marked "DO NOT OPEN," as shown in the following example:

   IFB # 26-20055-000
   Dance Educator Services
   ATTN: Liz Denegri, Contracts Department
   Department of State Hospitals – Metropolitan
   Administration Building, 3rd floor
   11401 S. Bloomfield Avenue
   Norwalk, CA 90650
   DO NOT OPEN

   ii. All bids submitted under a sealed cover must clearly and legibly show the bidder's name and address.

   iii. Bids not submitted under a sealed cover shall be rejected. A minimum of one (1) original and one (1) copy of the bid must be submitted, and marked accordingly

   iv. The bid package should be prepared in the least complicated method. Originals and copies should be bound with binder clips or paper clips (**no covers, no spiral bindings, stapled pages, etc.**). All pages in the bid must be standard 8.5" x 11" paper, except charts, diagrams, etc., which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Double-sided printing is preferred **except** for required attachments numbers 1 through 11 of this IFB, which **must be** printed single-sided. It is the bidder's responsibility to ensure that his or her bid is submitted in a manner that enables DSH to easily locate all response descriptions and exhibits for each requirement of this IFB. **Note:** Attachment 12 should **not** be returned with the bid.

v. Mail Delivery, Hand Delivery, or Overnight Delivery of bids should be addressed as in Item 1.i. above.

vi. Hand Delivery of bids are by appointment only. To schedule Hand Delivery of bid please contact Liz Denegri at MSHServiceAgreement@dsh.ca.gov.

2. Signature Requirements:

   i. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.

   ii. An individual who is authorized to bind the bidder contractually shall sign the Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

3. General Contents:

   i. All bids shall include all of the documents identified in Section VI, Required Attachments, Attachment 1 – Bid Submission Checklist.

   ii. All bids shall include any required documents as shown in Attachment 3 – Minimum Qualification Response.

   iii. Bids should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of this IFB. The bid must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a bid.

   iv. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and shall cause a bid to be rejected.

   v. A bid shall be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DSH may reject any or all bids and may waive an immaterial deviation in a bid. DSH's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.

   vi. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.

   vii. Where applicable, bidders must carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

4. General Considerations:

   i. No oral understanding or agreement shall be binding on either party.

   ii. Costs for developing bids in anticipation of award of the agreement are entirely the responsibilities of the bidder and shall not be charged to the State of California.

5. Withdrawing and Resubmitting:

   i. A bidder may modify a bid, after its submission, by withdrawing their original bid package and resubmitting a new bid package prior to the bid submission deadline. Bidders modifications offered in any other manner, oral or written, will not be considered. If a bidder submits a second bid package without withdrawing the first as described herein, both packages shall be considered non-responsive.

   ii. A bidder may withdraw their bid by submitting a written withdrawal request to DSH – Contracts Office, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid package prior to the bid submission deadline. Bids may not be withdrawn without cause, subsequent to the bid submission deadline. DSH Contracts Office is located at:

   Department of State Hospitals – Metropolitan
   ATTN: Contracts Department
   11401 S. Bloomfield Avenue
   Norwalk, CA 90650

6. Modification and Rejections:

   i. DSH may modify the IFB, prior to the solicitation due date and time, by the issuance of an addendum to all parties who received a solicitation package.

   ii. DSH reserves the right to reject all bids. DSH is not required to award an agreement.

   iii. DSH does not accept alternate contract language from a prospective contractor, unless offered through the Question and Answer period. A bid with alternate contract language will be considered a counter proposal and will be rejected. DSH's terms and conditions are not negotiable. Bidders are hereby advised that proposals of alternate contract language or attempts to negotiate DSH's Terms and Conditions after the selection of a proposed awardee shall be considered a counter proposal for the purposes of this solicitation. In such a situation, DSH shall notify the proposed awardee that they must accept DSH's language and terms as offered or be disqualified from being awarded a contract. Should a contractor fail to accept the language and terms offered, DSH shall disqualify that vendor and award the contract to the next lowest bidder after issuing a revised Notice of Intent to Award, if applicable.

IV. BID EVALUATION AND AWARD

A. Review of Bid Requirements:

1. At the time of the bid opening, each bid will be opened, read aloud, and checked for preference and incentive requests.

B. Responsiveness and Responsibility Determination:

1. After the bid opening, DSH will evaluate each bid to determine its responsiveness and each bidder's responsibility to the published requirements of this IFB.

2. A responsive bidder is one who submits a bid that meets all of the submission requirements and minimum qualification requirements stated in the IFB. A responsible bidder is one that is trustworthy and possesses the necessary quality, fitness and capacity to satisfactorily perform

the proposed work. Bidders who are determined to not be responsible or who submit non-responsive bids shall have their bids rejected.

3. Responsive bids shall be considered evidence of the proposer's responsibility. DSH reserves the right to reevaluate a bidder's responsibility prior to award and is in no way limited to submitted bid packages in making a determination as to a bidder's responsibility. In determining whether a bidder is responsible, DSH may require bidders to submit further evidence of their qualifications at such times, and under such conditions, as it may require.

C. False Statements Disclaimer:

1. Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected.

D. Intention to Award:

1. DSH intends, if an award is made, to award to the lowest responsive and responsible bidder in accordance with Section V, Preference and Incentive Programs.

E. Tie Breaker:

1. Should two or more bidders submit bids that, after the calculation of preferences as described in Section V, Preference and Incentive Programs, result in a tie, DSH shall resolve the tie as follows:

    i. In accordance with Government Code section 14838, subdivision (g), 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.

    ii. In accordance with the California Code of Regulations, title 2, section 1896.6, if, after the application of the small business preference, the bid of the small business is equal to the lowest priced bid from a responsible non-small business, the agreement shall be awarded to the small business.

    iii. In all other circumstances a coin toss witnessed by two DSH admin staff shall determine the proposed awardee.

F. Award and Protest:

1. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, <u>the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, electronic mail, or personal delivery five (5) working days prior to the award of the agreement.</u>

2. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.

3. If any bidder, prior to the award of agreement, files a written protest with the DGS and DSH, including the grounds that the (protesting) bidder is the lowest responsive and responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.

4. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with the DGS and DSH a detailed written statement specifying the grounds for the protest.

5. Submissions shall be made to:

Department of General Services
OLSProtests@dgs.ca.gov

AND

Department of State Hospitals – Metropolitan
MSHServiceAgreement@dsh.ca.gov

G. Disposition of Bids:

1. Upon bid opening, all documents submitted in response to this IFB 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 7920.000, et seq.) and subject to review by the public. Should a bidder desire to keep any or all components of their response to this IFB confidential, the bidder would need to obtain a protective order from a court of competent jurisdiction.

H. Tax Delinquency Disclaimer:

1. 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. Any agreement entered into in violation of section 10295.4 is void and unenforceable.

   Prior to executing any state agreement or renewal for goods or services, DSH 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:

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

   ii. **CDTFA:** https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm

V. PREFERENCE AND INCENTIVE PROGRAMS

A. Small Business Preference:

1. In accordance with Government Code section 14838, et seq. and California Code of Regulations, title 2, section 1896.6, et seq., a five (5) percent preference will be granted to bidders 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% of the bid amount. A five (5) percent preference will be granted to bidders certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code sections 999.50 and 999.51. Applications must be on file at the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) by 5:00 p.m. on bid opening day. SB, MB, or NSB certification will be verified by DSH. The preference adjustment for awards based on low price cannot exceed $50,000.00.

2. For solicitations where bidders are asked to submit hourly rates, the preference shall be calculated solely on the basis of that rate.

3. Small Business Preference Example (Single Award):

	Bidder A	Bidder B	Bidder C
Bidder Status	NSB	NSB w/ 25%	SB
Preference Applicable?		X	X
Original Bid Amount	$100,000	$105,000	$102,500
Apparent Low Bid	X		
Pref. Amount (5% of Low Bidder)	$0	$5,000	$5,000
Revised Bid	$100,000	$100,000	$97,500
Revised Lowest Bidder			X

4. Explanation of Example:

   The lowest bidder at the time of bid opening is Bidder A, which is a NSB not claiming a SB subcontracting preference. Since both Bidder B and Bidder C claim a SB Preference, five (5) percent of Bidder A's bid is subtracted from those of Bidder B and C. In the example above, five (5) percent of $100,000 is $5,000. After applying these preferences, Bidder C's revised bid ($97,500) is less than the other bids, making them the revised apparent low bidder.

   Note: Since the preferences are used only for computation purposes to determine the successful bidder, if an agreement was awarded to Bidder C, it would be at the original $102,500 amount.

B. Disabled Veteran Business Enterprise Program and Incentive:

1. DSH hereby waives the mandatory Disabled Veteran Business Enterprise (DVBE) participation requirement for this IFB.

2. An incentive for bidders who include DVBE participation is available and encouraged for this IFB. For evaluation purposes only, DSH shall apply an incentive to bids that include California certified DVBE participation. 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%

3. For solicitations where bidders are asked to submit hourly rates, the incentive shall be calculated solely on the basis of that rate.

4. The net bid price of responsive bids with DVBE participation will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked, responsive and responsible bid is a California certified small business, the only bidders eligible for the incentive will be other California certified small businesses.

The incentive adjustment for awards based on low price cannot exceed 5% or $50,000.00, whichever is less, of the #1 ranked net bid price. When used in combination with a Small Business preference adjustment, the cumulative adjustment amount cannot exceed $100,000.00.

5. Information submitted by the bidder to claim the DVBE incentive will be verified by DSH. Only the DVBEs who shall perform a commercially useful function relevant to the Scope of Work included in this IFB may be used to qualify the bidder for a DVBE incentive. **All DVBE bidders and their proposed subcontractors must submit a copy of the DVBE Declarations Form (Std. 843). See Attachment 11.**

6. Disabled Veteran Business Enterprise Incentive Example (Single Award):

	Bidder A	Bidder B	Bidder C
Bidder Status	NSB	NSB w/ 3%	DVBE
Incentive Applicable?		X	X
Original Bid Amount	$100,000	$105,000	$102,500
Apparent Low Bid	X		
Incentive Qualified		3%	5%
Incent. Amount (% of Low Bidder)	$0	$3,000	$5,000
Revised Bid	$100,000	$102,000	$97,500
Revised Lowest Bidder			X

7. Explanation of Example:

   The lowest bidder at the time of bid opening is Bidder A, which is a NSB not claiming a DVBE subcontracting incentive. Bidder B claims (and qualifies for) a DVBE incentive of three (3) percent. Bidder C is a DVBE, which qualifies them for a five (5) percent incentive. To apply the incentive, three (3) percent of Bidder A's bid is subtracted from Bidder B's bid, resulting in a revised bid of $102,000. Five (5) percent of Bidder A's bid is subtracted from Bidder C's bid, resulting in a revised bid of $97,500. After applying the incentives, Bidder C's revised bid ($97,500) is less than the other bids, making them the revised apparent low bidder.

   Note: Since the preferences are used only for computation purposes to determine the successful bidder, if an agreement was awarded to Bidder C, it would be at the original $102,500 amount.

C. Calculation of Multiple Preferences:

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

   Note: In accordance with Government Code section 14838, subdivision (g), 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.

2. Example of the Calculation of Multiple Preferences:

	Bidder A	Bidder B	Bidder C	Bidder D
Bidder Status	NSB	NSB w/ 25%	DVBE	SB
SB Pref. Applicable?		X		X
Original Bid Amount	$100,000	$105,500	$103,000	$106,000
Apparent Low Bid	X			
SB Pref. Amt. (5% of Low Bid)	$0	$5,000	$0	$5,000
Revised Bid	$100,000	$100,500	$103,000	$101,000
Revised Lowest Bidder	X			
DVBE Incentive Applicable?			X	
Incentive Qualified			5%	
Incent. Amt. (% of Low Bid)	$0	$0	$5,000	$0
Revised Bid	$100,000	$100,500	$98,000	$101,000
Revised Lowest Bidder			X	

D. Other Preference Programs:

1. 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=TACPA

E. Additional Small Business and Disabled Veteran Enterprise Information:

1. Adherence to the DVBE Requirements:

   i. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid 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. Contractor must immediately notify DSH's SB/DVBE Advocate that the substitution of a DVBE subcontractor is requested.

   ii. 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 bidder's non-responsibility in future solicitations.

2. Commercially Useful Function (CUF) Disclaimer

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

VI. REQUIRED ATTACHMENTS

A. Listing of Attachments:

Refer to the following list for additional attachments that are a required part of this solicitation.

Attachment 1	Bid Submission Checklist
Attachment 2	Bidder's Certification
Attachment 3	Minimum Qualifications Response
Attachment 4	Bidder's References
Attachment 5	Bidder's Rate Sheet(s)
Attachment 6	Insurance Certifications
Attachment 7	Darfur Contracting Act Certification (Only if applicable)
Attachment 8	Bidder Declaration Form (GSPD-05-105)
Attachment 9	Contractor Certification Clauses (CCC 04/2017)
Attachment 10	Payee Data Record (Std. 204)
Attachment 11	DVBE Declarations Form (Std. 843)
Attachment 12	Sample Standard Agreement (Std. 213 and Exhibits)

Note: Attachment 12 is included for reference only. Only the successful bidder will submit these documents when requested by DSH.

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your bid. For your bid to be considered responsive, Attachments 1 through 11 in this checklist must be submitted by the Bid Submittal Deadline indicated in this IFB. Include this checklist with your bid package.

Contractor Name (*enter on the line below*):

_____

	Attachment	Name of Attachment
_____	Attachment 1	Bid Submission Checklist
_____	Attachment 2	Bidder's Certification
_____	Attachment 3	Minimum Qualifications Response
_____	Attachment 4	Bidder's References
_____	Attachment 5	Bidder's Rate Sheet(s)
_____	Attachment 6	Insurance Certifications
_____	Attachment 7	Darfur Contracting Act Certification https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf
_____	Attachment 8	Bidder Declaration Form (GSPD 05-105) https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
_____	Attachment 9	Contractor Certification Clauses (CCC-4/2017) https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
_____	Attachment 10	Payee Data Record (Std. 204) https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf
_____	Attachment 11	DVBE Declarations Form (Std. 843) https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 2 – BIDDER'S CERTIFICATION

The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

By signing below, the bidder represents and warrants that statements and representations contained in the documents and data submitted in connection with this bid are true and correct. In the event the bidder's submittal in connection with this bid contains false statements or misrepresentations of fact, the bid may be rejected, or any succeeding contract terminated for cause and the bidder deemed to be a non-responsible bidder which may adversely affect future bids submitted by the bidder. In addition, any misrepresentation of fact or fraud in connection with an attempt to secure a state contract could result in legal action being taken against the bidder.

An Unsigned Bidder's Certification May Be Cause for Rejection

Company Name	**Telephone Number**	**Fax Number**
Address	**Email**	
Name	**Title**	
Original Signature	**Date**	

Small Business Preference Request	
Check one: ☐ This bidder requests a Small Business preference ☐ This bidder does NOT request a Small Business preference	California Certified Small Business Number: _____

ATTACHMENT 3 – MINIMUM QUALIFICATIONS RESPONSE

Bidder's Name: _____Email: _____

Minimum Qualification	Bidder's Response
Bidder must submit a copy of their license to do business in the State of California including any proof of "Doing Business As (DBA)" documentation, as applicable.	Business License(s) included? Yes No N/A
Bidders must certify that they are and will continue to meet all terms and conditions for operating a business in the city/county in which the business is headquartered.	Do you so certify? Yes No
Bidders which are **corporations**, regardless of where they are incorporated, shall certify they are currently in good standing with the California Secretary of State (SOS). DSH shall verify that the proposed awardee(s) is in good standing by checking the (SOS) website: https://bizfileonline.sos.ca.gov/search/business	Do you so certify? Yes No N/A
Bidder must provide three (3) references from customers as described in II. Minimum Qualifications (MQ), Section B., References.	References included? Yes No
The bidder certifies that they understand the insurance requirements and, if awarded an agreement, shall sign and return one (1) original of the Standard Agreement signature pages (Std. 213) and any required insurance documents as directed.	Do you so certify? Yes No
Bidders must submit a resume detailing dance training, professional achievements, and employment history. Bidders must demonstrate a minimum of three (3) consecutive years of experience within the last five years, specifically designing and facilitating dance workshops, classes, or programs for individuals with mental health disabilities or populations in institutional/clinical settings. Bidders must have verifiable experience providing direct services to individuals subject to various civil holds across varying acuity levels	Resume included? Yes No
Bidders must possess the ability to work with individuals of various civil holds and functioning levels.	Do you so certify? Yes No
Bidders must possess a general working knowledge of dance, movement theory, history, and choreography.	Do you so certify? Yes No
Bidders must be physically capable of transporting needed supplies and materials to/from workshop sites.	Do you so certify? Yes No

I, the undersigned, declare that the certifications required above are true and that I am authorized to make such certifications and bind the bidder contractually.

_____	_____	_____
Signature of Declarant	**Print First and Last Name**	**Date Signed**

ATTACHMENT 4 – BIDDER'S REFERENCES

Bidder must provide a list of three (3) references from customers for whom the bidder has provided services of the same nature and type as those outlined in this solicitation. References submitted must be for services provided in the past two (2) years (from the date of this solicitation). If bidder has provided these services to a government entity during the timeframe above, they must be used as a reference. Furthermore, if the bidder has provided services to DSH during this timeframe, one of the references must be from a DSH Contract Manager, or designee. Each reference must be able to address each of the following:

i. The bidder's responsiveness to requests for service
ii. The bidder's ability to provide the contracted services
iii. The customer's overall assessment of the bidder's performance

References

Name of Company		
Address		
Contact Name and Title	Telephone	Email Address

Name of Company		
Address		
Contact Name and Title	Telephone	Email Address

Name of Company		
Address		
Contact Name and Title	Telephone	Email Address

ATTACHMENT 5 – BIDDER'S RATE SHEET

Important Considerations:

1. The bidder shall set forth the bid rates in clear, legible figures in the space provided.

2. By submitting a bid, the bidder agrees that his or her final bid constitutes an irrevocable offer which shall be valid for 180 calendar days from the bid submission date.

3. DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by DSH. The estimates listed below are a good faith estimate and are not a guarantee of business and are subject to change depending on fluctuation in patient population. The amounts indicated below will be used solely for comparison of bids. DSH makes no guarantee, expressed or implied for actual number of hours to be used. However, the actual rates quoted by the bidder shall be binding for the term of the agreement.

4. **THE BID CAP FOR THIS AGREEMENT HAS BEEN SET AT $85.00 PER HOUR. ANY BID RECEIVED THAT EXCEEDS THE $85.00 PER HOUR CAP WILL BE REJECTED. HOWEVER, THE AWARD RANKING WILL BE BASED ON THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS.**

Description	Estimated Hours*	Unit		Rate Per Hour		Total Amount
2026/2027 Fiscal Year (September 2, 2026 – June 30, 2027)						
Dance Educator Services and Training hours (16)	544	hours	x	$_____ per hour (shall not exceed $85.00 per hour)	=	$_____
2027/2028 Fiscal Year (July 1, 2027 – June 30, 2028)						
Dance Educator Services and Training hours (12)	588	hours	x	$_____ per hour (shall not exceed $85.00 per hour)	=	$_____
2028/2029 Fiscal Year (July 1, 2028 – June 30, 2029)						
Dance Educator Services and Training hours (12)	588	hours	x	$_____ per hour (shall not exceed $85.00 per hour)	=	$_____
					Grand Total	**$_____**

The estimated hours are determined as follows:

2026/2027 Dance Educator Services:
12 Weekly Hours x 44 Weeks = 528 Estimated Hours + 16 Training Hours

2027/2028 Dance Educator Services:
12 Weekly Hours x 48 Weeks = 576 Estimated Hours + 12 Training Hours

2028/2029 Dance Educator Services:
12 Weekly Hours x 48 Weeks = 576 Estimated Hours + 12 Training Hours

ATTACHMENT 6 – INSURANCE CERTIFICATIONS

This form reminds bidders of the insurance requirements that may be imposed by this solicitation and provides samples of some of the forms that they may be required to produce prior to being awarded an agreement.

Initial	Certification
	Bidder acknowledges that they have reviewed and understands the insurance requirements for this solicitation as described in Attachment 12, Sample Agreement, Exhibit G, Insurance Requirements.
	Bidder acknowledges that they have reviewed and understands the sample insurance forms provided with this attachment.
	Bidder certifies that, if awarded an agreement, the bidder shall provide DSH with all required insurance documents as may be applicable, in a timely manner. This includes, but may not be limited to:
	Certificates of insurance showing the bidder's insurance coverage types and limitations,
	Proof that the bidder has insured the State of California, its officers, employees, and agents. Bidder further understands that this proof shall come in the form of either:
	• An endorsement to the bidder's insurance policy (Form CG 20 10 11 85 or as broad as),
	• A copy of the bidder's current insurance policy that shows that the policy already insures all parties required to be insured by this Agreement.
	Bidder certifies that, should Commercial General Liability insurance be required, and should the bidder use a subcontractor to complete a portion of this Agreement, the bidder shall either:
	▪ Include the subcontractor as an additional named insured under the bidder's policy,
	▪ Ensure that each subcontractor is insured under their own Commercial General Liability policy.
	Bidder acknowledges that they understand that DSH reserves the right, at its sole discretion, to cancel a proposed award to a bidder who does not submit the required documentation described herein.

Bidders are reminded that there is no requirement to submit proof of insurance with their bid. Proof of insurance shall only be required of those firms awarded a contract.

ACORD CERTIFICATE
This is a sample insurance certificate.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFI
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONT
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) m
the terms and conditions of the policy, certain policies may require an endorsement.
certificate holder in lieu of such endorsement(s).

ENDORSEMENT
Language on this certificate indicating that the State is an additional insured is not sufficient to meet the requirements of Exhibit G.

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL

INSURED

INSURED
The name in this box MUST match the name listed in the PAYEE'S LEGAL BUSINESS NAME field on the Std. 204.

INSURER F:

COVERAGES CERTIFICATE NUMBER: ALL 15-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PRA 5908050-02	1/17/2015	1/17/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PRA 5908050-02	1/17/2015	1/17/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE						EACH OCCURRENCE	$

TYPE OF INSURANCE and LIMITS
Each required insurance type, with the exception of Worker's Compensation and Professional Liability, must be listed on the certificate.

POLICY EXP.
All required insurance types must be active (not expired). If an insurance policy expiration date is impending, awarded firms are advised to be ready to submit an updated certificate with the renewal dates.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
STATE OF CALIFORNIA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE RESPECTED AS AN ADDITIONAL INSURED WITH WAIVER OF SUBROGATION ON GENERAL LIABILITY PER FORM U-SIL-105-A CW 1011. THIS CERTIFICATE IS VALID ONLY IF THE CERTIFICATE HOLDER REQUIRES IN A WRITTEN CONTRACT TO BE NAMED AS ADDITIONAL INSURED. 10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM. 30 DAYS OTHERWISE. AUTO IS FOR INFORMATION ONLY.

CERTIFICATE HOLDER

DEPARTMENT OF STATE HOSPITALS – (HOSPITAL)
ATTN: CONTRACTS DEPARTMENT
STREET NAME
CITY, CA #####

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER
This box must be completed as indicated in Exhibit G, section 4.

ACORD 25 (2010/05)
INS025 (201005).01

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(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", interns, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

However, your "employee", "volunteer worker" or intern is an insured for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients.

b. Any person (other than your "employee", "volunteer worker" or intern), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

f. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization r[illegible] but only with respect to liability arising out of the [illegible] kind is available to that person or organizati[illegible] with respect to:

(1) "Bodily injury" to an i[illegible]

(2) "Property damage" [illegible] u or the employer of any person who is an insured under this provision.

"BLANKET ENDORSEMENT"
Section g. is an example of an existing insurance policy that contains a provision naming a contracted party an additional insured.

g. Any person or organization who you are required to add as an additional insured on this policy under a contract or agreement shall be an insured, but only with respect to that person's or organization's liability arising out of your operations as a "staffing service" or premises owned by or rented by you.

This Paragraph **g.** shall include but is not limited to any specifically scheduled additional insured shown on an Additional Insured endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

BUSINESSOWNERS
PB 04 48 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

POLICY OR FORM NUMBER
Like a blanket endorsement, this traditional endorsement must be reconcilable to the insurance certificate. A policy or form number that is also referenced on the insurance certificate must be present on the endorsement.

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III. LI
DEDUCTIBL
If coverage p
required by a
will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

C. This insurance, including any duty we have to defend "suits", does not apply to:

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

STATE OF CALIFORNIA, ITS OFFICERS,
EMPLOYEES,AND AGENTS
2100 NAPA VALLEJO HWY
NAPA CA 945586234

ADDITIONAL INSURED LANGUAGE
As required in Exhibit G, the "State of California, its officers, employees, and agents" must be listed as the additional insured parties. However, this endorsement may be limited to just the operations under the Agreement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ATTACHMENT 7 – DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code sections 10475 - 10490 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal or bid.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code section 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 1047, subsection (b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

Company/Vendor Name (Printed)	*Federal ID Number*
Initials of Submitter	
Printed Name and Title of Person Initialing	

ATTACHMENT 8 – BIDDER DECLARATION FORM (GSPD-05-105)

Form is located at the following web address:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

ATTACHMENT 9 – CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

Form is located at the following web address:
https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

ATTACHMENT 10 – PAYEE DATA RECORD (STD. 204)

Form is located at the following web address:
http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

ATTACHMENT 11 – DVBE DECLARATION FORM (STD. 843)

Note: This only applies if a bidder or a subcontractor is a DVBE

Form is located at the following web address:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 12 – SAMPLE AGREEMENT (STD. 213 AND EXHIBITS)

Reset Form | Print Form | **SCO ID:** 4440-2620055000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26-20055-000	DSH - 4440

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

CONTRACTING AGENCY NAME
Department of State Hospitals – Metropolitan

CONTRACTOR NAME
TBD

2. The term of this Agreement is:

START DATE
September 2, 2026, or upon DSH – Metropolitan approval, whichever is later

THROUGH END DATE
June 30, 2029

3. The maximum amount of this Agreement is:
TBD

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
+ -	Exhibit D	Special Terms and Conditions	9
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	N/A
+ -	Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	11
+ -	Exhibit G	Insurance Requirements	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Reset Form | Print Form

SCO ID: 4440-2620055000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26-20055-000	DSH - 4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals – Metropolitan			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
11401 S. Bloomfield Avenue	Norwalk	CA	90650
PRINTED NAME OF PERSON SIGNING	TITLE		
Mark Yousif	Hospital Administrator		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt from DGS Approval per DGS Exemption Letter		

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. ----------, hereafter referred to as Contractor, agrees to provide Dance Educator Services including workshops (as defined in Section 6) to the Department of State Hospitals – Metropolitan (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

☐ DSH-Atascadero 10333 El Camino Real P.O. Box 7001 Atascadero, CA 93423-7001	☐ DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
☒ DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	☐ DSH-Patton 3102 East Highland Avenue Patton, CA 92369
☐ DSH-Sacramento 1215 O Street Sacramento, CA 95814	☐ DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293

3. SERVICE HOURS:

A. Services shall be provided at DSH on either of the following days: Monday, Tuesday, Wednesday, or Thursday, as needed, for a maximum of twelve (12) hours per week. The specific days and hours shall be determined by the DSH Contract Manager, with services rendered during the hours from 7:30 a.m. to 4:00 p.m., excluding state-observed holidays.

B. Contractor is required to sign in and sign out for all service hours provided.

C. Contractor shall notify the Main Office by telephone at (562) 651-4311 as soon as they know they are going to be absent or tardy.

D. Contractor is expected to maintain their regular, approved schedule unless they have advance approval from the DSH Contract Manager for a schedule adjustment.

4. PROJECT REPRESENTATIVES:

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

Contract Manager:

Department of State Hospitals: Metropolitan		Contractor: **TBD**	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address: 11401 S. Bloomfield Avenue Norwalk, CA 90650		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals: Metropolitan		Contractor: **TBD**	
Section/Unit: General Services/Procurement		Section/Unit:	
Attention: Liz Denegri		Attention:	
Address: 11401 S. Bloomfield Avenue Norwalk, CA 90650		Address:	
Phone: (562) 474-2680	Fax: (562) 863-7332	Phone:	Fax:
Email: Elizabeth.Denegri@dsh.ca.gov			

5. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

B. Either party may make changes to the Project Representatives by providing written notice to the other party. Said changes shall not require an amendment to this Agreement.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide all labor, insurance, and medical clearance necessary to provide Dance Educator Services including workshops to adult Patients/Individuals with varying degrees of mental illnesses.

7. CONTRACTOR RESPONSIBILITIES:

A. Contractor shall provide services for a maximum of twelve (12) hours per week, which includes direct patient services.

B. Contractor shall coordinate with the DSH Contract Manager to provide direct patient services during each workshop day, as needed.

i. For an 8-hour workshop day, Contractor will provide a minimum of four (4) hours of direct patient services to four (4) patient groups.

ii. For a 4-hour workshop day, Contractor will provide a minimum of two (2) hours of direct patient services to two (2) patient groups.

C. Contractor shall provide a twelve (12) week lesson plan for working with the patients upon commencement of the agreement term and update or revise the lesson plans when needed or requested.

D. Contractor shall cooperate with and shall be available to meet with the DSH Contract Manager to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

E. Contractor shall complete and submit prior to the end of scheduled services all required documentation, i.e. attendance records, sharps logs, weekly rosters, and provide staff with feedback for the purpose of progress reporting in a timely manner.

F. Contractor shall provide support to special arts events, such as Arts in Mental Health Workshops, by assisting with performances and musical contributions.

G. Contractor shall plan and provide a larger special event at least biannually to increase awareness of the Arts in Mental Health program and plan a performance or display for a Metropolitan Art Exhibit (if applicable).

H. Contractor shall contribute articles spotlighting Dance Workshop events for the seasonal Enhancement Services Newsletter upon DSH Contract Manager request.

I. Contractor shall attend the following training: All DSH Learn HAU requirements and an annual eight (8) hour Orientation Training. Contractor shall be required to attend training each contract year. The first contract year, Contractor shall attend Employee Orientation (8 hours) and TSI (Therapeutic Strategies and Intervention) Training (8 hours). The second contract year, Contractor shall attend Employee Orientation (4 hours) and TSI Training (8 hours). The Contractor shall be compensated at the rates provided in Exhibit B – Budget Detail & Payment Provisions.

J. Contractor shall possess the physical capacity to transport needed supplies and materials to and from workshop sites.

K. Pursuant to Public Contract Code section 10367, the Contractor is hereby made aware that their performance pursuant to this Agreement shall be evaluated by DSH in writing.

L. All work shall be coordinated and approved by the DSH Contract Manager. In the event additional work shall be required, the Contractor shall provide the DSH Contract Manager with a written estimate for review and approval prior to commencing the work.

M. Contractor shall not engage or make public statements and/or speeches, which could be construed to be official statements of Metropolitan and/or DSH without advanced approval from the Executive Director and the Chief Deputy Director of the DSH.

N. Contractor shall participate in any job-related training provided or required by DSH.

O. Contractor and Contractor's staff must be able to pass a background check with the State of California to be eligible for a contractor identification badge (ID). The ID badge will allow the Contractor to act as an independent service provider. Contractor and service staff, if applicable, shall submit to the background check within ten (10) business days upon execution of the contract and provide DSH with proof of submission. Failure to do so will result in termination of the contract. Background check shall be completed at the Contractor's expense. The Contractor and service staff shall submit to a LIVE SCAN background check at the Contractor's choice of Law Enforcement Agency. It is the responsibility of the Contractor to obtain DSH – Metropolitan's ORI number, which will direct the return results to DSH – Metropolitan. Contractor shall obtain a Request for LIVE SCAN Service Form and provide their full legal name to the DSH – Metropolitan Human Resources Department, which will include the hospital's ORI number, for the law enforcement agency conducting the LIVE SCAN process.

P. Contractor shall provide annual proof of tuberculosis screening to the Medical Services Department in accordance with the California Code of Regulations, Title 22. Testing shall be completed at the Contractor's expense.

Q. Contractor and/or personnel performing services will be required to adhere to all COVID guidelines and protocols implemented at the facility based off the "The California Department of State Hospitals COVID-19 Transmission-Based Precautions and Testing" developed in partnership between DSH, and the California Department of Public Health, Healthcare Associated Infections Program.

R. Contractor shall provide a listing of all contracted personnel performing services to DSH with their vaccination status. Listing shall include dosages completed and exemptions on file. Listing shall be updated as needed and provided to the DSH Contract Manager upon request.

S. Contractor shall participate in all of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control."

T. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, activity that would constitute "Workplace Violence" as defined in the applicable DSH Policy Directive Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.

U. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas.

V. Each person performing services under this Agreement may be issued a Personal Duress Alarm System (PDAS) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services

under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.

i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDAS tags and chargers to the appropriate DSH Police Department. DSH Contract Manager shall ensure all PDAS tags and accessories are returned to the appropriate DSH Police Department prior to signing off final invoice for payment. If a PDAS tag and accessories are not returned to DSH, Contractor will be responsible for the current replacement cost of the PDAS tag and accessories (a value not less than $150). Contractor will be billed accordingly for any PDAS tags and accessories that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDAS tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. DSH Contract Manager shall ensure all PDAS tags and accessories are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.

W. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with any electronic device or camera anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action may be taken by DSH Hospital police.

X. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.

Y. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. **Contractor is advised that tan and khaki clothing shall prevent entry to secured areas of the hospital**. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into DSH grounds if their clothing is found to violate the established dress codes. DSH retains the right to change its dress codes at any time.

Z. Contractor understands and agrees that DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall DSH be held liable or accountable for tools misplaced or left behind. Upon notice by DSH, Contractor shall comply with all such limitations and restrictions.

AA. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on DSH grounds (Welfare and Institutions Code section 4138).

BB. Contractor shall participate in any of DSH safety measures or programs as may be required by DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by DSH.

8. DSH RESPONSIBILITIES:

A. DSH shall provide supplies, materials, and equipment required to provide the workshops.

B. DSH shall provide workshop space and locked storage space for supplies, materials and equipment.

C. Rights of DSH to Perform Quality Assurance and Financial Audits/Reviews

i. DSH may routinely evaluate the work performance and compliance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for DSH.

ii. DSH may monitor, evaluate, and inspect Contractor's facilities and systems, as well as all services provided in fulfillment of the requirements of this Agreement. . Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager and does not relieve the Contractor of its responsibility to independently monitor its own compliance with this agreement. DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by DSH staff at any time during the Agreement term to check on compliance and the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If as a result of an audit and examination, DSH is informed of underpayments or overpayments, DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PRESENTATION:

A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

10. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

11. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, DSH agrees to compensate Contractor in accordance with the rates specified in Section 5, Budget Detail.

C. DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.

D. DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

E. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the Coronavirus Aid, Relief, and Economic Security (CAREs) Act or Federal Emergency Management Agency (FEMA) disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to DSH for payment, all invoice(s) shall be submitted to DSH for review and approval at either:

Department of State Hospitals – Metropolitan
Attention: Accounting Office
11401 S. Bloomfield Avenue
Norwalk, CA 90650

OR

DSHMSHAccounting@dsh.ca.gov

B. Contractor shall submit one original of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. DSH may provide a sample invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with Section 5, Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:

i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.

ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).

iii. Small Business certification number, if applicable

iv. Professional license number, if applicable

v. Invoice total

vi. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.

3. 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 no longer be in full 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 (FY) 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.

C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

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

5. BUDGET DETAIL:

A. **Rate sheet will be inserted after final award.**

B. The amount of this Agreement shall not exceed $TBD at rates listed in this Agreement.

C. DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change. The amounts indicated above will be used solely for the purposes of encumbering funds. DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

D. At the sole discretion of DSH and for the purposes of accounting, DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

E. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

F. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

A. The Contractor shall procure and maintain all license(s), permits, registrations, and certifications required by law for accomplishing any work required with this agreement. Contractor shall provide proof of any such documentation upon request by DSH. In the event any license(s), permit(s), registration(s), and certification(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed document within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documentation, the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

B. The Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

C. The Contractor and its agents, employees, and subcontractors shall keep informed of, observe, and comply with, all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.

D. The 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 Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

E. If signing this agreement as a sole proprietor, the Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).

F. Pursuant to 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 contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

G. If contract activities include collection of organic waste, the Contractor must be aware and adhere to Public Resources Code § 42649.1 et. seq. concerning organic waste recycling requirements. Organic waste includes: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

H. The Contractor's, and any subcontractor's, own data center or cloud computing, where data may be stored, must be physically located in the continental United States. Remote access to data from outside the continental United States is prohibited.

2. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

3. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code § 7550).

4. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

5. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. Contractor shall consult with DSH regarding any Public Records Request Act that involves DSH as a public entity, or if it involves DSH data, information or documents before production.

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this

Agreement, or as required by law. Contractor shall consult with DSH regarding any request from the media that involves DSH data, information or documents before responding to the requester.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the Contract terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH-or designee publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

6. PROVISIONS RELATING TO DATA:

A. “Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. “Generated data” is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. “Deliverable data” is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical, and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the above data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

7. NOTICE:

A. Notice to either party shall be sent via email to DSH-Sacramento at saccontracts@dsh.ca.gov. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

8. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

9. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

11. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

12. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

13. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

14. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization, or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms, or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

15. EXCISE TAX:

A. 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.

16. RIGHT TO TERMINATE:

A. DSH reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the contractor. If terminated, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of termination and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs incurred prior to the date of termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of termination.

B. This agreement can be immediately terminated for cause. The term “for cause” means 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.

17. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH’s facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor’s expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

18. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification, and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

19. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

20. RESOLUTION OF DISPUTES:

A. In the event of a dispute, Contractor will attempt resolution with the DSH Contract Manager or designee with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of State Hospitals within ten (10) days of the failed resolution at the following address:

Attn: PAC or PCO
Department of State Hospitals, PCSS
1215 O Street
Sacramento, CA 95814
Or via email at: saccontracts@dsh.ca.gov

B. The Purchasing Authority Contact (PAC) or the Procurement Contract Officer (PCO) or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the PAC or PCO or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

C. Neither the pendency of a dispute nor its consideration by the PAC or PCO will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

21. SUBCONTRACTS:

A. Except for subcontracts identified on DGS PD 05-105 Bidder Declaration, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any

subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them.

22. PREFERENCE PROGRAM - SB/DVBE:

A. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved in writing by the Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

B. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).

C. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

i. The total amount the contractor received under the contract.

ii. The name and address of the DVBE that participated in the performance of the contract and the contract number .

iii. The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.

iv. That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

D. STD 817 shall be used for Contractor's certification and provided to the State's Contract Administrator. STD 817 is located at the following internet site: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf

E. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

F. Withhold: Ten thousand dollars ($10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently

deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000).

23. RUSSIAN SANCTION ORDERS:

A. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 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.

24. NEWS RELEASES:

A. News releases pertaining to award of, or work performed as a result of, a contract may not be made without prior written approval of:

DSH Office of Communications
Phone: (916) 654-2410
After Hours: (916) 206-9274
Email: Officeofcommunications@dsh.ca.gov

25. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:

A. The DSH affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall deliver all applicable services and products in reasonable compliance with applicable DSH standards (for example, Web Content Accessibility Guidelines, Version 2.0 or a subsequent version, at Level AA or higher, and the requirements of sections 11135 and 7405 of the Government Code and Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as applicable); upon request, provide the DSH with its accessibility testing results and written documentation verifying accessibility; promptly respond to and resolve accessibility complaints; and (indemnify and hold the DSH harmless in the event of claims arising from inaccessibility.)

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA/HITECH Act contracts)
HIPAA Business Associate Agreement

This Exhibit E is not applicable to this Agreement.

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

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

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

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

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

A. Breach: "Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f).

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

1. does not meet the definition of "public records" set forth in California Government Code section 7920.530, or is exempt from disclosure under any of the provisions of section 7920.000 et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2), or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Contract Manager, except if disclosure is required by state or federal law. Contractor shall inform DSH of any disclosure required by law that is not contemplated by this Agreement, prior to making the disclosure.

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

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, and incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

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

VIII. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance and to communicate with DSH on matters concerning this Agreement.

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

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH.

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

XI. Contractor California Consumer Privacy Protection Act (CCPA) Responsibilities: Contractor, its employees, agents, and subcontractors, shall comply with all Contractor's applicable legal obligations pursuant to the CCPA, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to Section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

To the fullest extent permitted by State law, pursuant to section 5 of Exhibit C of this Agreement, Contractor agrees to indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the extent

such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

XII. Breach and Security Incident Responsibilities:

A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH immediately by email upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Chief Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XII.F., below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI, notification to DSH shall be provided by calling the DSH Chief Information Security Officer at the telephone number listed in Section XII.F., below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate security incidents/suspected breaches which potentially expose DSH data or impact DSH systems. Within 8 hours of discovery of the incident, and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Contract Manager, the DSH Chief Privacy Officer, and the DSH Chief Information Security Officer of:

1. what data elements were potentially involved, and the extent of the data disclosure or access involved in the breach, including, the approximate number of individuals whose personal information was suspected to be breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and

3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and

4. a description of impacted systems, including hardware or software elements which process, store, or transmit DSH data or provide services on behalf of DSH; and

5. a description of the probable and proximate causes of the breach or security incident; and

6. whether Civil Code sections 1798.29 and 1798.82 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Contract Manager, the DSH Chief Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable, but no later than ten (10) working days, after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, a complete list of impacted individuals, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Chief Privacy Officer, DSH Chief Information Officer, and DSH Contract Manager of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Civil Code section 1798.29, subdivision (e), or 1798.82, subdivision (f). Contractor shall inform the DSH Chief Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.

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

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for Contract Manager contact information	Chief Privacy Officer Legal Division California Dept. State Hospitals 1215 O Street Sacramento, CA 95814 Email: Privacy.Officer@dsh.ca.gov Telephone: (916) 654-2319	Chief Information Security Officer Information Security Office 1215 O Street Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: (916) 654-4218

XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH.

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

XVI. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Chief Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XII.F., above.

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

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

C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Contract Manager, the DSH Chief Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XII.F., above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

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

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

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

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

XXI. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

1. General Security Controls

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

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

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.

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

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

F. ***Removable/portable electronic devices.*** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive next generation anti-virus (NGAV) software solution with automatic updates scheduled at least daily. NGAV software must be able to provide real-time detection and prevention of malware and non-malware attacks, including file based as well as memory-based and file-less attacks. NGAV software must be designed to detect and prevent abnormal behaviors including "zero day" (never before seen malware) attacks, and use indicators of compromise to identify abnormalities. Vendor-managed devices operating within DSH networks will utilize DSH-provided endpoint protection software to permit monitoring and isolation of devices which exhibit abnormal behavior.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All patches rated critical or high, have a common vulnerability scoring system (CVSS) score of 7.0 or greater, or correct exploitable vulnerabilities, must be installed within a maximum of 30 days from vendor release.

I. ***User IDs/User Accounts and Password Controls.*** All users must be issued a unique user account for accessing DSH PCI. User accounts must be promptly disabled or deleted upon the transfer or termination of an employee. Passwords are not to be shared. Passwords must be at least eight characters in length. Password policy requiring a length of fifteen characters or more does not require periodic password changes. Passwords of between eight and fourteen characters must require the password be changed at most every 90 days. Passwords must not be comprised of a single dictionary word. Passwords must not be stored in readable format on any computer or system. Passwords must be changed if compromised or revealed to any party other than the assigned user. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

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

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

2. System Security Controls

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

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

C. ***System Logging*****.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

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

E. ***Transmission encryption.*** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.

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

G. Multi-factor Authentication. All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet, directly or through remote access solutions, must require multi-factor authentication (MFA).

3. Audit Controls

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

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

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

4. Business Continuity / Disaster Recovery Controls

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

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

5. Paper Document Controls

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

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

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

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

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

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

as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

EXHIBIT G
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and DSH, shall be provided prior to the execution of this Agreement and the commencement of services.

B. DSH reserves the right, at its sole discretion, to cancel a proposed award to Contractor which does not submit all required insurance documents in a timely manner. Should DSH cancel a proposed award for this reason, DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**
Contractor shall maintain general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability combined. 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 contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should Contractor use a subcontractor to complete a portion of this Agreement, Contractor shall include the subcontractor as an additional named insured under Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. Contractor shall supply evidence of the subcontractor's insurance to DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise directed by DSH, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**
Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations

under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Motor Vehicle Liability:**
Contractor shall maintain motor vehicle liability insurance with limits of not less than $1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Professional Liability:**
Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than $1,000,000 per claim and $2,000,000 aggregate.
In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to DSH prior to the commencement of services.

☐ **Performance Bond:**
Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**
Contractor shall provide DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by Contractor's employees, subcontractors, and suppliers in the event that Contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement,

Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:
https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf

☒ **Workers' Compensation:**
If Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than $1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by DSH, in writing, Contractor shall furnish, within three (3) state business days following DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, DSH, its officers, agents and employees from any and all claims by Contractor's employees, agents and/or anyone representing Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

A. Certificates of liability insurance must name DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals – Metropolitan
Attention: General Services – Procurement
11401 S. Bloomfield Ave.
Norwalk, CA 90650
Email: Elizabeth.Denegri@dsh.ca.gov
Phone: (562) 474-2680

5. SELF-INSURANCE REQUIREMENTS:

A. If Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.

B. For all other Contractors, for Workers' Compensation insurance, Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.

C. For all other Contractors, for all other insurance categories, Contractor must provide:

   i. A cover letter from Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.

   ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.

   iii. Evidence of firm having current equity of at least $5,000,000 and current net profit of at least $500,000.

   iv. A signed written statement from Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of $500,000.

D. Contractor agrees to submit to DSH evidence of, upon request by DSH, and DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. DSH also reserves the right to require subsequent assistance from Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by DSH, Contractor shall provide additional reasonable assurances and documentation to DSH of its ability to meet the requirements to self-insure.

E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.