

**DEPARTMENT OF DEVELOPMENTAL SERVICES
REQUEST FOR PROPOSAL (Secondary) 1053
BEHAVIORAL SUPPORT STAFFING**

Notice to Prospective Proposers

July 31, 2026

You are invited to review and respond to the Department of Developmental Services' (Department) Request for Proposal (RFP) **1053**, entitled "**Behavioral Support Staffing.**" By submitting a proposal, the Proposing firm agrees to the terms and conditions stated in this RFP.

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

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

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

This solicitation is published online on the **eProcurement System** webpage (also known as the California State Contracts Register) at

<https://caleprocure.ca.gov/pages/index.aspx><https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda that may be issued, and answers to any questions posed, Proposers must register online at <https://caleprocure.ca.gov/pages/>. If a Proposer does not have Internet access, a hard copy can be obtained by contacting the person listed below.

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

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

Melanie Manus
Melanie.manus@dds.ca.gov

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

**Department of Developmental Services
Behavioral Support Staffing
RFP 1053**

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

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I. PURPOSE

The Department of Developmental Services (Department) is soliciting for staffing for Board Certified Behavior Analyst (BCBA), for seven Stabilization Training Assistance Reintegration (STAR) homes.

These services are temporary in nature, with the contractor providing short-term staffing during periods when permanent civil service staffing is not available. Contractor shall act as the STAR's strategic staffing partner, providing contingent, licensed, and certified BCBA staffing to fill temporary vacancies and positions, substitute for STAR employees while on leave, provide temporary services when appropriate staffing levels cannot be maintained with civil service staff, and supply services when the requested services are not available within the State civil service.

II. BACKGROUND

The State-Operated STAR homes are committed to affording each individual a safe and nurturing environment where opportunities for growth, realization, self-expression, and goal achievement are celebrated. The homes strive to empower individuals to be self-reliant as their skills, strengths, perseverance, and abilities allow them to transition from crisis stabilization services to long-term community living. STAR provides services to children (7-12 years old), adolescents (12-17 years old) and adults (18 years of age and older) with developmental disabilities receiving regional center services and who are in need of time-limited crisis stabilization services for up to 13 months. STAR homes provide trauma-informed, person-centered support and crisis stabilization to the individuals being served so they can successfully transition to a community living setting.

III. TERM OF AGREEMENT

The term of the agreement is two years with one one-year option to renew. The contract initial term will be from approximately December 1, 2026 through November 30, 2028.

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

IV. PROPOSER ELIGIBILITY CRITERIA

1. Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid response to this RFP. The Proposer must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Proposers must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.

2. Proposers, including the Proposer's representatives such as executives, officers, board members, and agents, must be responsible and have the capability to carry out the terms in this RFP. Proposers or Proposers' representatives who have had an agreement terminated for cause with Department in the past 18 months may be disqualified. This restriction extends to all entities for which the Proposers' representatives have been responsible for in whole or in part (e.g., making decisions, managing operations).

3. Executive Order N-6-22- Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

4. The Disabled Veteran Business Enterprise (DVBE) Participation Program requirements for this solicitation have been exempted. However, the Department is committed to achieving legislatively established goals for the participation of DVBEs whenever possible. Please see Article XVIII Preference/Incentive Programs.

V. PROPOSER MINIMUM QUALIFICATION REQUIREMENTS

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

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

The Proposer must demonstrate experience in the following:

1. Provide a photocopy of their Business License, as issued by the local city or county in which the Proposer is registered to do business.

2. Minimum of five (5) years' experience in recruitment, placement, and retention of professional staff, preferably within behavioral health, applied behavior analysis (ABA), or related human services fields.
3. Experience recruiting and supporting staff to work with individuals with intellectual and developmental disabilities (I/DD), including those in acute crisis, and ensuring cultural and linguistic responsiveness in hiring.
4. Familiarity with California's developmental services system, including the Department of Developmental Services (DDS), regional centers, and state-operated programs.
5. Experience contracting with public sector agencies and coordinating staffing solutions within health and human services fields (e.g., education, healthcare, social services, or behavioral health).

The Proposer must employ and use behavior support staff who meet the following requirements:

1. The contract staff must be licensed as a BCBA and certified by the Behavior Analyst Certification Board. The certification must be verifiable through the BCBA Certification Registry: <https://www.bacb.com/services/o.php?page=101135>

The Proposer must provide:

- a) Resumes for each key staff member working in the hiring agency, including subcontractors (if applicable). Key staff are individuals who have a significant policy decision, consultation, or administrative role as identified by the Proposer. For example, executives, directors, or lead administrators.
- b) Resumes are not needed for the clinical staff. For example, BCBA staff who will be working in the STAR homes.
 - i. Each resume must not exceed three pages in length.

VI. KEY ACTION DATES

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

<u>ACTION</u>	<u>Date</u>
<u>Request for Proposal Released</u>	July 31, 2026
<u>Questions Due</u>	August 19, 2026 by 5:00 PM PT
<u>DDS Response Posted</u>	September 2, 2026 (Tentative)
<u>Proposals Due</u>	October 2, 2026 by 4:00 PM PT
<u>Evaluation</u>	October 5-23, 2026 (Tentative)
<u>Interviews</u>	November 2-6, 2026 (Tentative)
<u>Five-day posting period of Intent to Award</u>	November 13-23, 2026 (Tentative)
<u>Agreement Start Date</u>	December 1, 2026 (Tentative)

It is the responsibility of the Proposer to ensure that their proposal is in the possession of the Department Contracts Unit by October 2, 2026, by 4:00 PM PT. All dates after proposal submission are approximate and may be adjusted as conditions arise, without addendum to this RFP.

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

VII. QUESTIONS

- A. Proposers requiring clarification of the intent or content relating to the **Behavioral Support Staffing RFP** or procedural matters regarding the competitive proposal process, may request clarification by submitting questions via email to the Contract Analyst, melanie.manus@dds.ca.gov. To ensure a response, questions must be received in writing by the scheduled date(s) given in Article VI. Key Action Dates. Inquiries received after the question submittal deadline will only be addressed at the Department's discretion. **ALL QUESTIONS MUST BE SUBMITTED IN WRITING.**

- B. On **September 2, 2026** all questions and their responses will be posted to Cal eProcure. The source of each question will not be indicated. Proposers should notify by email the Contract Analyst immediately if they need clarification about the services being sought or have questions about the RFP. ***Note: it is the responsibility of the Proposer to check Cal eProcure for questions and/or changes within the RFP as all questions, answers, and addenda will be posted. The Department will not be held responsible for inaccurate proposals due to proposer's oversight in reviewing any and all information via Cal eProcure.***
- C. The subject line of the email will read, **RFP 1053, Behavioral Support Staffing Questions – Company Name.**
- D. The Department may paraphrase questions at its sole discretion for clarity.
- E. The Department will answer questions at its sole discretion.

VIII. ADDENDA

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

IX. REQUIRED FORMAT OF PROPOSALS

- A. To compare and evaluate proposals objectively, all proposals must be submitted in accordance with the format below. Failure to comply with the format set forth herein may result in rejection of the RFP response. In your proposal, please respond to each task by repeating the task prompt at the top of the section and referring to the task numbers used in this RFP. Proposals are to be submitted in 8 1/2" x 11" size, typed in a font size no less than 12 and submitted in paper form, single-sided, bound with a simple method of fastening.
- B. The Proposer must submit an original proposal labeled "MASTER PROPOSAL", and one (1) nonbound copy of the proposal without tabs/dividers which is suitable for easy scanning. Proposal must also include a USB thumb drive (flash drive) containing an electronic copy of the entire proposal packet. Proposals not submitted in a sealed envelope may be rejected.

The original proposal must be marked "MASTER PROPOSAL." If discrepancies are found between two or more copies of the proposal, the "MASTER PROPOSAL" will prevail over all others.

- C. If discrepancies between sections or other errors are found in the "MASTER PROPOSAL," the State may reject the proposal. However, if not so rejected, the

“MASTER PROPOSAL” will provide the basis for resolving such discrepancies. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal.

- D. Lengthy narrative is discouraged; proposals should be brief, concise and well organized. Proposals should not include extraneous or unnecessarily elaborate promotional material. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner to be uniquely identified. Proposers should use the following outline in organizing the contents of their proposals. (See Article X. Required Content of Technical Proposal for details.)

Cover Letter
Table of Contents
Executive Summary
Resumes
Transparency in Pricing Narrative
Scope of Project
Required Attachments and Conditional Documents
Cost Proposal

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

X. REQUIRED CONTENT OF TECHNICAL PROPOSAL

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

- A. **Cover Letter** must be on the Proposer’s letterhead. The cover letter must include a statement agreeing to the requirements of the RFP. If the Proposer is a Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), as described on Internet web site <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>, it shall be indicated on the proposal cover letter. Submit a copy of a current Office of Small Business and DVBE Services (OSDS) certification approval letter or have a completed application on file with the State OSDS by 1:00 p.m. on the deadline for submission of proposal and be verifiable by that office as an approvable application. The Proposer should not include any limiting statements in the cover letter that would preclude the Proposal from being held as an irrevocable offer until the anticipated agreement start date of **December 1, 2026 (tentative)**.

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

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

E. **Transparency in Pricing Narrative**

Proposer must provide a detailed narrative that explains the pricing structure, including hourly rates, administrative fees, and any other such costs associated with the staffing service.

Transparency in Pricing Narrative must align with the hourly rates provided in the Cost Proposal.

F. **Scope of Project**

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

Section 1 – Coordination and Communications with Department

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

The successful proposer shall coordinate communications with the Department during the entire agreement period. The successful Proposer shall provide timely and accurate communication and coordination with the Department staff and other board, bureau, and program staff; attend and provide a summary of meetings, including action items, as required. The proposal must include the following information to address activities in

this section which include the following subtasks. The activities include, but are not limited to, the following subsections.

A. Orientation Meeting

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

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

B. Management Meetings

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

Section 2 – Qualifications and Experience

Proposers will provide a narrative description of how their experience and expertise will provide effective management in recruiting, placing and retaining qualified professionals to accomplish the requirements and services outlined in Exhibit A, Scope of Work, and how the Proposer meets the minimum qualifications stated in Article V. Proposer Minimum Qualification Requirements.

- A. The narrative description must include the number of years' experience the Proposer has in staffing level-of-care roles for BCBAs.
- B. The narrative description must include the number of years' experience recruiting level-of-care staff in hard-to-recruit locations.

- C. The narrative description must contain specific examples of past reviews of governmental and/or private industry audits and successful reforms recommended and implemented.

Section 3 – Recruitment and Retention Strategy

A. Recruitment and Retention

The Proposer must provide a clear plan to recruit and retain licensed BCBAs. This should include how candidates will be sourced, screened, and hired, as well as strategies for retention, such as competitive pay, supervision, and professional growth. The plan must also address how staffing gaps will be managed and how success will be measured.

Proposer must factor the requirements and services outlined in Exhibit A, Scope of Work.

XI. COST PROPOSAL REQUIREMENTS

The Proposer must submit an original hard copy cost proposal with the master proposal, and an electronic version on a USB thumb drive. ***The electronic version of the Cost Proposal must be in Microsoft Excel and must match the hard copy.***

The resulting contract will be a cost reimbursement contract using the Cost Proposal as the contract budget.

The total contract bid amount must be for all services specified in the scope of project.

Computations must be calculated to the exact cent [expressed in dollars to two (2) decimal places].

Except where noted, the Proposer is responsible for all logistics and costs incurred by the Proposer or other program participants, including, but not limited to, travel costs (e.g., per diem and lodging), and meeting costs (meeting materials, interpreters, video-hook-up fees, facility rental, etc.).

Proposer must use the format in Appendix 1, Attachment 3 - Cost Proposal Worksheet.

The costs/rates must be reasonable. Every component of the cost is subject to reasonableness of cost justification to the Department of General Services (DGS), who may approve it at its discretion. If any portion of the cost is rejected by DGS, then the entire proposal may be rejected.

Any proposed costs submitted by the bidder that are not included in the total amount for the overall contract as stated on the Cost Proposal Worksheet, are not binding on the Department, or the State of California, and the Proposer will be legally bound to fully perform all work for the total amount stated and absorb such amounts not included.

XII. REQUIRED ATTACHMENTS AND CONDITIONAL DOCUMENTS

Proposers must include each item listed as required in Appendix 1 Required and Conditional Attachments. Proposals shall include the following **required** attachments:

- A. Attachment 1 – Required Attachment Checklist
- B. Attachment 2 – Proposal/Proposer Certification Sheet
- C. Attachment 3 – Cost Proposal Worksheet (*Submitted in Excel as well as hardcopy*)
- D. Attachment 4 – Proposer Point of Contact
- E. Attachment 5 – Payee Data Record (STD 204) and Payee Record Supplement (STD 205) (STD 205 required only if applicable).
- F. Attachment 6 – Contractor Certification Clauses (CCC 04/2017)
- G. Attachment 7 – Proposer Declaration (GSPD-05-105)
- H. Attachment 8 – Insurance Acknowledgement
- I. Attachment 9 – Proposal Incentives and Preferences Certification
- J. Attachment 10 – Statement of Assurances for Protection of Protected Health (HIPAA)/ Business Associate Agreement (BAA) Acknowledgement
- K. Attachment 11 – Iran Contracting Act Verification Form (DGS PD 3)
- L. Attachment 12 – California Civil Rights Law Certification

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

- A. Attachment 13 – Copy of California Certified Small Business (SB)/Microbusiness (MB) / Disabled Veteran Business Enterprise (DVBE) Certification
- B. Attachment 14 – California Disabled Veteran Business Enterprise (DVBE) Declarations
- C. Attachment 15 – Darfur Contracting Act Certification (DGS PD1)
- D. Attachment 16 – California Secretary of State Certification of Status

All attachments and documents in this section, or links to access them, can be found in Appendix 1.

XIII. PROPOSAL SUBMITTAL

- A. All proposals must be received in the Department's Contracts Unit **by October 2, 2026 at 4:00pm PT**. Proposals not received by the date and time specified will be rejected.
- B. **Incomplete or late proposals will not be considered.** The Department reserves the right to refuse all proposals.

One Master Copy of proposal must be sealed in an envelope, clearly labeled **"RFP 1053 Behavioral Support Staffing, Attention: Melanie Manus – DO NOT OPEN."** and your firm's name and address. Proposal must also include a USB thumb drive

(flash drive) containing an electronic copy of the entire proposal packet. **Deliver** proposals under sealed cover to:

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

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

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

- D. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Department may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiving of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
- E. The Department does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) and any other provisions outlined in this RFP are not negotiable.
- F. The Department reserves the right to cancel this RFP without cause at any time.
- G. The Department reserves the right to reject all proposals.
- H. The Proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- I. The Proposer may withdraw a proposal by submitting a written withdrawal request to Department, signed by the Proposer. The Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- J. The Department may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum on the Cal eProcure website.
- K. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- L. Proposers are cautioned to not rely on the Department during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Before submitting their documents, Proposers should carefully proof them for errors and adherence to the RFP requirements. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants involved will be considered in this or future procurements.

XIV. EVALUATION PROCESS

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

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

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

Second Phase Evaluation – Proposal Evaluation (Total Possible Score 106 Points)

All proposals passing Phase I will be submitted to the Phase II Evaluation Committee. The Phase II Evaluation Committee of not more than five (5) members will be comprised of

representatives from DDS. The Evaluation Committee will conduct the evaluation of the proposals and the accompanying literature. The Evaluation Committee will evaluate each proposal using the evaluation criteria in Appendix 2. Proposals must score a minimum of 74 points to move on to the Third Phase Interview.

Third Phase Interview – (Total Possible Score 50 Points)

All proposers passing Phase I and Phase II, with a minimum score of 74, will be required to participate in an interview with the Evaluation Committee. The Evaluation committee consists of DDS staff that served as panel members in Phase II.

The Evaluation Committee will score the interview based on the criteria outlined in Appendix 2, Interview Evaluation Criteria. Interviews will occur during the dates outlined in Article VI. Key Action Dates. DDS will notify the selected proposer of interview times via email. Interviews will be conducted via video conference.

Final Phase – Cost Component (Total Possible Score 70 Points)

The lowest Cost for Services will be given the maximum number of 70 points. All other cost proposals, that passed Phase II, will be given a prorated percentage of 70 points based on the proportion of their Cost for Services compared to the lowest cost bid for Cost for Services.

For example, if the lowest cost for the **Behavioral Support Staffing RFP** equals \$300,000, it would be awarded 70 points, the second lowest cost \$316,000.00 would be awarded $(\$300,000/\$316,000 \times 70) = 66$ points total.

Final Selection and Award Process

An agreement will be awarded to the Proposer who accumulates the highest final score. The Department is seeking a single vendor to provide service to all seven of its STAR homes. The Department reserves the right to reject all proposals and to waive informalities and minor irregularities in proposals received. In the event of a tie in the highest final score, a tiebreaker will be decided by a coin toss observed by witnesses. Affected Proposers will be invited to witness the coin toss. In the event of a precise tie of the final score of a certified SB or microbusiness and the final score of a certified DVBE, the Agreement must be awarded to the DVBE. [California Code of Regulations, Title 2, § 1896.8(f)]

XV. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. Should a proposer desire to keep any or all components of their response to this RFP confidential, the Proposer would need to obtain a protective order from a court of competent jurisdiction.

XVI. INTENT TO AWARD AND PROTEST PROCEDURES

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

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

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

Protests should be submitted to both of the following:

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

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

XVII. TAX DELINQUENCY DISCLAIMER

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

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

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

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

XVIII. PREFERENCE/INCENTIVE PROGRAMS

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

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

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS' Internet website at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

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

Small Business Preference:

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

Disabled Veteran Business Enterprise Program and Incentive:

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

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

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

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

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

Calculation of Multiple Preferences:

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

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

Additional Small Business and Disabled Veteran Business Enterprise Information:

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

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

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

Commercially Useful Function (CUF) Disclaimer:

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

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

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

XIX. DARFUR CONTRACTING ACT CERTIFICATION

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

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

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a state agency (See Appendix 1, Attachment 15).

A scrutinized company may still, however, submit a bid or proposal for a contract with a state agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b) (See Appendix 1, Attachment 15).

XX. LOSS LEADER LANGUAGE

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

XXI. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) NOTIFICATION

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

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

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

Upon notification by a Bidder / Proposer 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.

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

**EXHIBIT A
SCOPE OF WORK**

I. DESCRIPTION OF SERVICES

Contractor agrees to provide staffing for the classification of Board Certified Behavior Analyst (BCBA) to fill temporary vacancies and positions and to substitute for STAR employees while on leave. The Contractor shall act as the strategic staffing partner to provide contingent licensed and certified clinical professional staffing for in-person BCBA services for individuals in DDS' Stabilization, Training, Assistance and Reintegration (STAR) crisis homes located in California, at the seven individual addresses listed below. Services may be performed Monday through Friday, 7:00 A.M. to 7:00 P.M. or on weekends as requested by the STAR Project Representative, and overtime may be requested. *Note:* Virtual services may be requested on an as-needed basis, when deemed necessary by the STAR Project Representative.

Services shall be provided at the following locations:

- North STAR 1: 5939 Pleasants Valley Road, Vacaville, CA 95688
- North STAR 2: 7110 Steiger Hill Road, Vacaville, CA 95688
- Central Valley STAR 1: 33340 Meadow Drive, Springville, CA 93265
- Central Valley STAR 2: 32029 Success Valley Drive, Porterville, CA 93257
- Central Valley STAR 3: 1448 South Westwood Road, Porterville, CA 93257*
- South STAR 1: 1 Mark Lane, Costa Mesa, CA 92626
- South STAR 2: 2 Mark Lane, Costa Mesa, CA 92626

It is anticipated that Contractor's BCBA services will be required up to 2500 hours per calendar year for the seven STAR homes combined and may be adjusted to reflect the Department's available budget or necessary usage.

*Central Valley STAR 3 is expected to open in approximately fall of 2026.

II. AGREEMENT TERM

The term of the Agreement will be for two (2) years, with the options to amend to add one additional year, add funds, and increase or decrease frequency of services as deemed necessary by the Department. The rates on Attachment 3 - Cost Proposal Worksheet, will not change as a result of any amendment to this Agreement. This Agreement may be terminated by the Department with thirty (30) days' written notice to the Contractor.

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

Provided services will include basic and general behavioral services for individuals following established standards and procedures.

III. CONTACTS

1. Direct all service and scheduling inquiries to:

DDS Project Representative	Contractor
Name: TBD	Name: TBD
Title: Program Director	Title: Contract Manager
Address: TBD	Address: TBD
Phone: TBD	Phone: TBD
Email: TBD	Email: TBD

The STAR Project Representative or designee shall approve all Candidates prior to their assignment at a location.

2. Direct all invoice and agreement inquiries to:

DDS Contract Manager	Contractor
Name: TBD	Name: TBD
Title: STAR Support Unit	Title: Contract Manager
Address: 1215 O Street, MS 10-10 Sacramento, CA 95814	Address: TBD
Phone: TBD	Phone: TBD
Email: TBD	Email: TBD

The STAR Project Representative or designee shall approve all Contractors prior to their assignment at a location.

Either party may designate a different project representative and provide updated contact information by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

IV. CONTRACTOR RESPONSIBILITIES

Provided services will include basic and general behavioral services to individuals in compliance with established standards and procedures, including:

A. Individual Assessment and Treatment

1. Assess potential transfer and admission STAR referrals and submit recommendations.
2. Complete the 7-day admission functional behavioral assessment (FBA) and individualized positive behavioral support plan (IBSP), with emphasis on person-centered planning, trauma-informed care, and cultural and linguistic sensitivity. The FBA and IBSP will follow the approved STAR policies and formats. Positive behavior support plans include the development of identified target behaviors for stabilization, individualized proactive strategies, reactive strategies, functionally equivalent replacement behaviors, new skills acquisition and description of how to teach new skills, behavior goals, and person-centered reinforcer inventory.
3. Assist the team in determining the appropriate data to collect and monitor; maintain data collection systems for decision-making purposes.
4. Provide individual and group Applied Behavioral Analysis (ABA) services with individuals served by STAR.
5. Monitoring and Documentation: Observe and document individuals' conditions and behaviors, promptly report any significant changes or concerns to the appropriate STAR staff.
6. Record Keeping and Reporting: Maintain thorough documentation in the STAR electronic health record of all services provided, including ABA sessions, observations, and any other relevant notes. This documentation must be timely and meet all regulatory and policy standards.
7. Work collaboratively with the STAR Program Director and interdisciplinary team, including Social Worker, Home Administrator, Registered Nurse, Psychiatrist, Direct Support Professionals, and Psychologist.
8. Attend psychotropic drug review meetings with the STAR psychiatrist, Registered Nurse and other members of the STAR clinical team to review psychotropic medication and progress on behavioral treatments.
9. Attend monthly needs and services meetings and transition support meetings.
10. Provide Registered Behavioral Technician clinical supervision, including:

- a. Return Demonstration checks and clinical support for new direct support staff obtaining their RBT certification
 - b. Direct Supervision: Provide regular supervision to RBTs, which must include at least 5% of the RBT's direct hours of ABA services per month as set forth by the BACB.
 - c. Observation: Conduct direct observations of the RBT delivering services to individuals at least once per supervision period.
 - d. Performance Feedback: Offer positive and constructive feedback to the RBT during and after sessions.
 - e. Program Oversight: Ensure RBTs are following individualized behavioral support plans, collecting data accurately, adhering to RBT ethical guidelines, and maintaining high standards of ABA service delivery.
 - f. Documentation: Keep accurate records of supervision sessions, progress and performance evaluations.
 - g. Maintain BACB approved 8-hour supervision training status.
11. Assist the STAR Crisis Assessment Stabilization Team in conducting crisis assessments with CAST and deliver CAST consultative services, including functional behavioral assessments, consultation on individual behavioral support plans, and education and caregiver training to individuals and families.
 12. Attend and maintain state-approved crisis prevention and intervention training.

B. Support Individual Discharges and Transfers

Upon request, provide documentation or other information that may be needed at the time of transfer to enable care continuity at a receiving facility and to allow the facility to meet its legal, regulatory, and clinical responsibilities for a discharged individual.

C. Make Periodic, Pertinent Follow-up of Individuals

1. Follow up with individuals based on facility policies, consistent with applicable state and federal regulations, depending on the individual's behavioral stability, recent and previous behavioral history, or problems that require follow-up.
2. Determine progress of each individual's condition at the time of follow-up by evaluating the individual, talking with staff as needed, talking with responsible parties/family as indicated, and reviewing relevant information, as needed.
3. Respond to issues requiring a BCBA's expertise, including the individual's current condition, the status of any acute episodes of behavior since the last visit, other actual or high-risk potential behavioral problems that are affecting the individual's functional, physical, or cognitive status. Respond to staff, individual, or family questions regarding the individual's care and treatments.

4. At each consult/follow-up, provide a progress note following the consult (timelines to be defined by facility policies). Over time, these progress notes should address relevant information about significant ongoing, active, or potential problems, including reasons for changing or maintaining current treatments or medications, and a plan to address relevant behavioral issues.

D. Ensure Adequate Ongoing Coverage

1. Update the facility of current office address and phone numbers to enable appropriate, timely communications.
2. Adequately notify the facility of extended periods of being unavailable.
3. Adequately inform the alternate covering practitioner/s about individuals with active acute conditions or potential problems that may need medical and psychiatric/behavioral follow-up during their on-call time.
4. Be available as needed for consultation in person, via meetings, or by teleconferencing with the team regarding behavioral interventions, emergency procedures, or other issues related to behavioral services.

E. Provide Appropriate Care to Individuals

1. Perform accurate, timely, relevant behavioral assessments.
2. In consultation with the facility's staff, determine appropriate services and programs for an individual, consistent with identified target behavior(s), diagnoses, condition, prognosis, and individual's wishes, focusing on helping individuals attain their highest practicable level of functioning in the least restrictive environment.
3. Respond in an appropriate time frame (based on facility policies) to emergency and routine notification, to enable the facility to meet its clinical and regulatory obligations.

F. Follow Other Principles of Appropriate Conduct

1. Abide by pertinent facility policies and procedures.
2. Maintain a courteous and professional level of interaction with facility staff, individuals, family/significant others, facility employees, and management.
3. Collaborate with the STAR team including the primary care physician, facility administrator, and facility staff to provide the highest quality care.

4. Keep the well-being of STAR individuals as the principal consideration in all activities and interactions.
5. Be alert to, and report to the facility administrator—and other appropriate staff as named through facility protocol—any observed or suspected violations of individuals' rights, including abuse or neglect, in accordance with facility policies and procedures.

V. MINIMUM QUALIFICATIONS AND ADDITIONAL REQUIREMENTS

Contractor must provide STAR with proof of any required training, licenses, permits, certifications, background investigation and fingerprint clearances for Department of Developmental Services (DDS), Department of Social Services (DSS) Adult and Child, Child Abuse Central Index (CACI), Department of Justice (DOJ), Federal Bureau of Investigation (FBI) for drug screening clearances, and any other requested document, for each Candidate providing services under this agreement.

Once a candidate is selected to move forward, the STAR Program Director or designee will give the candidate documents for DDS, DSS, DOJ and FBI for clearance. Services will be performed only by Candidates meeting current requirements.

Contractor must be certified by the Behavior Analyst Certification Board (BACB) as a certified BCBA. Contractor must retain such certification for the term of the Agreement. There must be no Public Record Action(s) taken against the Contractor by the BACB.

Contractor must have a minimum of three (3) years' experience treating individuals with developmental/intellectual disabilities; a minimum of three (3) years' experience treating individuals residing in acute crisis facilities or long-term care facilities, and/or individuals transitioning to living in community settings; and a minimum of three (3) years treating individuals residing in community settings (group home, independent living, supported living, etc.)

Contractor must provide, prior to implementation of this Agreement, the contact information for three (3) references who can verify that within the past ten (10) years the Contractor performed services similar to those outlined in this Scope of Work.

VI. CANDIDATE SCREENING AND STATE POLICIES

STAR shall screen, interview, and accept or reject Contractors submitted by Contractor in a timely manner and notify Contractor of the starting date, shift, and orientation schedule for each accepted Contractor. Prior to any Contractor commencing work with STAR, STAR shall furnish Contractor or the Contractors with copies of all state policies and procedures relevant to the scope of practice and duties of such Contractor's assignment and with which the Contractor will be expected to comply, including, but not limited to, the following: job description(s), performance standards, infection control, bloodborne pathogen protection, abuse and neglect, patient privacy and confidentiality, medical record keeping, and ethics codes.

VII. COMPETENCY DOCUMENTATION AND COMPLIANCE DOCUMENTATION

Contractor shall maintain on file and provide STAR with the Competency Documentation and Compliance Documentation for each Candidate. "Competency Documentation" will include documentation of the qualifications of each Candidate necessary to establish competency, which may depend on the position and type of Candidate at issue, but may include completed employment application and professional references, primary source verification of State Licensure, clinical skills checklist(s), Basic Cardiac Life Support and Advanced Certifications, and documentation showing that a Clinical Candidate has a minimum of one year of experience in psychologist or BCBA services. "Compliance Documentation" will include the following: a negative 10-panel drug screen, negative PPD test results or QuantiFERON Gold (or, if past positive PPD, chest X-ray with TB questionnaire), physical health statement, Varicella documentation, Rubella, Mumps and Rubeola documentation, Hepatitis B documentation, OIG and GSA search, and criminal background check. Contractor shall maintain documentation to the extent consistent with standards of the State's applicable accrediting organization and applicable laws.

VIII. PROVISION OF DOCUMENTATION

Contractor shall use all reasonable efforts to provide to STAR the required Competency Documentation and Compliance Documentation one week prior to the Candidate's start date, but failure to provide such documentation one week prior shall not affect the Candidate's ability to start an assignment, provided the required documentation is provided by the time of start. All State requests for additional documentation must be made in writing. STAR also agrees that for some positions the Parties may mutually agree to waive certain compliance documentation requirements, and such waivers may be made in writing, including through electronic mail.

IX. CONFIDENTIALITY OF CANDIDATE DOCUMENTATION

STAR agrees to treat all Competency Documentation, Compliance Documentation, and other personnel information relating to Candidates as Confidential Information and prevent public disclosure to the extent required by applicable state and federal law, unless authorized by law, Contractor, or the Candidate to disclose.

X. CANDIDATE COMPENSATION

Contractor will (a) employ and compensate the Candidates for hours worked for STAR; (b) deduct all applicable payroll taxes such as FICA, Federal and State taxes from the compensation of Candidates as required by law; and (c) maintain relevant employment documentation such as an I-9 form, W-4 Form, and Candidate's photo identification.

XI. CANDIDATE PERFORMANCE

- A. STAR shall notify the Contractor immediately and provide written documentation of any unsatisfactory performance or conduct by any Candidate.
- B. STAR shall provide performance evaluations from its Senior Psychologist or designated personnel to Contractor in the event of any unsatisfactory performance or conduct.

XII. REPORTING

Sentinel Event Reporting: A Sentinel Event is a patient safety event that could result in death, permanent harm, or severe temporary harm. In the event of a Sentinel Event relating to any Candidate, STAR must report the Sentinel Event to Contractor within 24 hours. Reports should include the name of the Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Candidate makes a claim against STAR alleging any wrongdoing, this shall also be treated as a Sentinel Event and STAR shall notify Contractor within 24 hours.

Contractor Injury Procedures: In the event of an unexpected injury to any Contractor at STAR job site, STAR will instruct the Contractor to notify Contractor and to seek treatment at a third-party healthcare provider designated by Contractor unless the injury is an emergency. In the event of an emergency, STAR will immediately send the injured Contractor to the closest emergency room and provide transportation if necessary or appropriate via ambulance at Contractor's expense. STAR must notify Contractor of injuries to Contractors within eight (8) hours of learning of injury and promptly complete and submit the name of Contractor involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.

XIII. SUPERVISION AND MANNER OF WORK

Contractors are not supervised by Contractor; they are subject at all times to STAR direct and indirect supervision. STAR shall be solely responsible for the direction, control and supervision of all Candidates and shall retain professional and administrative responsibility for the work performed by Candidates. STAR shall be responsible for determining the clinical competencies required of Candidates. Notwithstanding the foregoing, STAR shall not, without the prior written consent of Contractor, permit or request any Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities.

STAR shall not, under any circumstances, entrust any Candidate with unattended premises, cash, checks, credit cards, merchandise, negotiable instruments, or other valuables without the express prior written permission of Contractor.

STAR shall schedule Candidates to allow them sufficient time to take any legally required meal, rest, or recovery breaks. If Contractor determines that premium overtime pay is due a Candidate who has missed a meal, Contractor will notify and provide documentation to STAR and retains the right to bill STAR for said premium overtime payment once the need is factually established.

XIV. SAFETY WITHIN WORKING ENVIRONMENT

STAR agrees to provide Candidates with safety training, equipment, or devices required by applicable laws for any work to be performed. STAR agrees to designate a member of its staff to train and orient Candidates to applicable operational and safety procedures. STAR agrees to have policies and protocols in compliance with applicable laws related to employee health, safety and well-being and make such policies available to Candidates.

STAR agrees to comply with applicable occupational health and safety standards, and standards and guidance of the California Department of Public Health, including the precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus).

XV. SCHEDULING APPOINTMENTS

Contractor agrees to provide in-person BCBA services Monday through Friday, 7:00 A.M. to 7:00 P.M. and to be available for weekend services as requested by the STAR Project Representative. Note: Virtual services may be requested on an as-needed basis, when determined necessary by the STAR Project Representative. Virtual services may be approved by the Project Representative for meetings or other non-direct services. Contractor is responsible for notifying the STAR Project Representative in advance of any time periods the Candidate will not be available to provide services. Contractor will provide the STAR Project Representative a schedule which will include the name of the BCBA(s), contact phone number(s) and secondary back-up numbers. If Candidate is unable to provide the required services on a specific date identified by the STAR Project Representative as a date the Candidate's services are required, Contractor forfeits reimbursement for that date.

XVI. TIMEKEEPING AND APPROVAL

STAR is responsible for accurately recording and approving the time worked by each Candidate. STAR shall not permit Candidates to perform work "off-the-clock." Each week, Contractor will provide STAR with weekly time records for all Candidates in an electronic or other format mutually acceptable by noon on Wednesday following the end of the work week. The time records shall reflect all time worked by each Candidate (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable hours (such as on-call time). STAR will review electronic time records and send approvals or disputes to Contractor within 10 days.

XVII. SHIFT CANCELLATION

Contractor shall notify the STAR project representative as soon as the Contractor becomes aware of personnel absence or delay. In no event shall more than two hours lapse before the Contractor provides alternate qualified personnel. If a replacement cannot be on site within two hours, the Contractor shall notify STAR Project Representative.

STAR will endeavor to provide five (5) working days' notice prior to cancellation of a Contractor's shift. Cancellation by STAR that is 48 or more hours prior to the start of the assignment will incur no charges. For cancellations less than 48 hours prior to the start of the assignment, the Contractor may bill up to a two-hour maximum on the first day of the assignment.

For cancellations less than 2 hours prior to the start of the assignment, the Contractor may bill up to one-half (1/2) of the hourly rate of the Contractor's shift.

XVIII. PRE-START CANCELLATIONS

After STAR accepts Candidate and assigns a start date, if unforeseen circumstances arise requiring a change in the start date or the cancellation of the Candidate, STAR will communicate the changes with Contractor as soon as possible.

XIX. ORIENTATION AND TRAINING

- A. Contractor agrees that prior to Candidate reporting to work at their first assigned location, all Candidates shall attend an Orientation and any other required training to become familiar with the operations of that location, Title 22 of the California Code of Regulations, State Policies, and any other requirements that may apply to the facility.
- B. Compensation for orientation and/or training will be paid at the hourly rate.
- C. All Candidates shall attend Annual Training and any other required training one year following Orientation.
- D. To maintain continuity of services and ensure safety for all workers, Contractor shall make available only those Candidates who have completed the orientation.
 - 1. Contractor will be paid for the time spent by assigned Contractor in orientation after working a minimum of eighty (80) hours in excess of the orientation hours. Contractor shall not be compensated for the time spent in the orientation class by assigned Contractors who do not work a minimum of eighty (80) hours in excess of the orientation class hours.

2. Compensation for orientation and/or training will be paid at one-half (1/2) of the hourly rate of the Contractor for a maximum of 40 hours of orientation. Any orientation and/or training required by the location exceeding 40 hours will be reimbursed at the rate identified in Attachment 3 – Cost Worksheet. Orientation shall not be invoiced until after 80 hours have been worked over and above the orientation hours.

XX. ADDITIONAL RESPONSIBILITIES

- A. If an assigned Candidate is terminated or otherwise leaves the Contractor, the Contractor will ensure that continuity of care is maintained by providing a replacement Candidate if requested by STAR. If the absence creates a gap in service, Contractor will immediately notify STAR Project Representative by email or telephone call.
- B. To assist STAR in its exercise of the duty of care, Candidate shall provide high quality services, consistent with the terms and conditions under this agreement and consistent with established and commonly accepted standards and principles of psychology and BCBA practice.
 - A. Contractor shall ensure all Candidates use a name badge that meets the criteria noted in STAR current policies.
 - B. Contractor shall report any hours worked by Candidates at other California agencies, departments, boards, commissions, or other governmental entities on a monthly report to Project Representative or their designee.

If an assigned Contractor is terminated or otherwise leaves the Contractor, the Contractor will ensure that continuity of care is maintained by providing a replacement Contractor if requested by STAR. If the absence creates a gap in service, Contractor will immediately notify STAR Project Representative by email or telephone call.

Contractor agrees that, unless otherwise noted herein, all expenses associated with travel to and from assignment, lodging, and all training expenses for Contractor shall be borne by the Contractor and will not be reimbursed by STAR. Any and all services performed outside the scope of this agreement will be at the sole risk and expense of the Contractor.

To assist STAR in its exercise of the duty of care, Contractor shall provide high quality services, consistent with the terms and conditions under this agreement and consistent with established and commonly accepted standards and principles of psychology practice.

Contractor shall ensure all Contractors use a name badge that meets the criteria noted in STAR current policies.

Contractor shall report any hours worked by Contractors at other California agencies, departments, boards, commissions or other governmental entities on a monthly report to Project Representative or their designee.

XVII. FAILURE TO PERFORM

Any Candidates who fail to perform or who are physically or mentally incapable of performing the required duties as required by this agreement shall not be permitted to perform service. The STAR Project Representative or his/her designee shall state in writing the reasons the Candidate did not meet the required policies or standards and submit a copy to the Contractor.

EXHIBIT B—BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment 3 – Cost Proposal Worksheet. The Proposer will be paid in arrears within 45 days of receipt of an approved invoice. The invoice shall include the agreement number, detail of the tasks performed, hours and time of service and amount due.

Invoices will be submitted monthly, no later than the 11th day of the following month, via email to: **TBD**

II. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

III. PROMPT PAYMENT CLAUSE

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

IV. TAXES

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

V. TRAVEL

The Department intends that the proposer will utilize personnel residing within the local or regional area. Use of staff requiring travel, lodging, airfare, or other reimbursable expenses is not permitted under this contract. Should the contractor deploy non-local personnel, all related travel expenses will be the contractor's sole responsibility.

If the Department requests travel, an email from the Contract Manager will be required, and the travel receipts in the invoice package. If travel is approved, all necessary travel expenses and per diem rates must not exceed the rates specified by the Department of Human Resources (CALHR) for comparable classes of state employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Current CALHR travel reimbursement rates:

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

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

VI. OVERTIME HOURLY RATES

The Department agrees to pay Contractor overtime rates in accordance with state and federal law for Contractor's nonexempt employees. Overtime rates for nonexempt Candidates are set forth below.

Hours Worked	Billing Rate
Over eight (8) hours in a workday	Bill at a rate of one and one-half times (1.5x) the regular rate.
Over forty (40) hours in one (1) work week	Bill at a rate of one and one-half times (1.5x) the regular rate.
The first eight (8) hours on the 7 th day of work in any one workweek	Bill at a rate of one and one-half times (1.5x) the regular rate.
Over twelve (12) hours in a workday	Bill at a rate of two times (2x) the regular rate.
Over eight (8) hours on the 7 th day of a work week	Bill at a rate of two times (2x) the regular rate.

EXHIBIT C—GENERAL TERMS AND CONDITIONS

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

EXHIBIT D–SPECIAL TERMS AND CONDITIONS

I. CONTRACTOR OVERPAYMENTS

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

II. ACCOUNTING REQUIREMENTS

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

III. INSURANCE REQUIREMENTS

Contractor shall have and maintain throughout the entire term of this agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by the Contractor under this agreement. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this agreement.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this agreement. If insurance coverage expires at any time during the term of this agreement, Contractor agrees to provide, at least 30 days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. New Certificates of Insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

Certificate(s) of insurance must include the following general provisions stating:

The Contractor shall comply with all the requirements outlined in Insurance Requirements and General Provisions. No payments will be made under this agreement until contractor fully complies with all requirements.

Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least 10 days prior to the expiration of this insurance. Any new insurance must comply with the original terms of the Agreement.

Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. Certificates of Insurance are subject to the approval of the Department of General Services (DGS) and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement.

Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program. DDS will not be responsible for any premiums or assessment on the policy.

Primary Clause – Any required insurance contained in this agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A_” with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including letter of credit may be required.

Endorsement – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

Subcontractors – In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required by Contractor.

Available Coverage/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.

Satisfying an SIR – All insurance required by this agreement must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.

IV. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall maintain general liability on an occurrence form with limits not less than \$1 million per occurrence for bodily injury and property damage liability combined with a \$2 million annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy shall include the State of California, its officers, agents, employees, and servants as additional insured. The additional insured endorsement must be provided.**

V. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

VI. AUTOMOBILE LIABILITY

Contractor shall maintain motor vehicle liability with limits not less than \$1 million combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-hired motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement or its equivalent is required. **The policy must name the State of California, its officers, agents, employees and servants as additional insured, but only in respect to work performed under the Agreement.**

If contractor will not have any commercially owned vehicles used during the life of this agreement, by signing this agreement, the Contractor certifies that the Contractor and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

VII. PROFESSIONAL LIABILITY

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

VIII. SUBCONTRACTING

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

IX. COOPERATION WITH THE STATE, OTHER CONTRACTORS

Services provided under this agreement shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.

Contractor shall cooperate and coordinate with the Department of Developmental Services and the facility administration in performing all work.

Contractor shall cooperate with other state contractors who may be engaged in the same or related agreements. Contractor shall also cooperate with a successor Contractor.

X. WAIVER OF BREACH

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

XI. CONTRACTOR RESOURCE LEVELS, REPORTING REQUIREMENTS, STANDARDS

Contractor shall meet all the contractual requirements listed herein. Contractor shall provide all labor, materials, supplies, and equipment necessary to perform fully, all responsibilities required by this Agreement in accordance with the Project Representative's directions.

Contractor shall provide the Project Representative, upon request, coinciding with the submittal of an invoice for services, a written report showing:

The number of hours worked by each individual on a daily basis throughout the month.

Contractor further agrees that its performance of work, services, materials, equipment, and supplies under this Agreement shall conform to the professional standards generally accepted in the relevant industry.

XII. PROTECTION OF STATE PROPERTY

All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this Agreement.

Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.

Contractor shall ensure that its employees will exercise all necessary caution to avoid any injury to persons or any damage to property.

Contractor shall adhere to the Department's policies, i.e., policy on identification badges and policy regarding keys.

XIII. CONTRACTOR RESPONSIBILITIES FOR EMPLOYEES

Except for approved subcontractors, all personnel shall be direct employees of Contractor. Contractor shall pay all salaries, taxes, and fringe benefits of its personnel, including, but not limited to, Workers' Compensation and Unemployment Insurance, as well as costs incurred for physical examinations and fingerprinting required by the terms of this Agreement.

Contractor expressly agrees that it is responsible for the acts or omissions of its employees or their agents. Contractor, at its own expense, shall immediately, upon notification by the State, remove any of its employees from providing any services under the terms of this Agreement and shall not return said employee to work until notified in writing by the State.

Contractor shall assure that said employee is not physically present at this facility or any other facility covered by the terms of this Agreement until notified in writing by the State that said employee may return to work. The State shall not be the employer of any such personnel.

Should the State or Contractor discover that any employee of Contractor does not meet the standards as set forth above, Contractor agrees at its own expense to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any facility.

Should any Contractor employee engage in any act detrimental to the Department's mission of providing care and protection to its residents, any act of injury or abuse to persons or property, or any act of theft or drug abuse, Contractor agrees that it shall be liable for the acts or omissions of its employees or their agents. Contractor agrees to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any facility.

XIV. LOSS LIABILITY

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

XV. LICENSES AND PERMITS

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

XVI. STAFF REPLACEMENTS

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

XVII. OWNERSHIP OF MATERIALS

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

XVIII. WEAPONS

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

XIX. FEDERAL HEALTH CARE PROGRAMS EXCLUSION CERTIFICATION

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

XX. CONFIDENTIALITY

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Contract shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Contract is subject to all of the requirements of California Civil Code sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

All information and records regarding any individual obtained in the course of providing services under this agreement shall be confidential in accordance with Welfare and Institutions Code, Sections 5328 and 4514, et seq.

XXI. SOFTWARE CERTIFICATION

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

XXII. CONFIDENTIALITY OF DATA

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

XXIII. MEDIA COORDINATION

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

XXIV. AMENDMENTS

DDS reserves the right to amend this agreement under circumstances that include but are not limited to additional funds beyond the amount anticipated and additional meetings or hours as requested by the DDS Project coordinator. An amendment is of no force or effect until signed by both parties and, if required, approved by the Department of General Services (DGS) Office of Legal Services (OLS).

XXV. OPTIONS TO RENEW

The contract awarded through this RFP will expire on **November 30, 2028**, if not extended as described pursuant to this paragraph, or terminated as described in this Agreement. However, DDS, in its sole discretion, may elect to invoke up to one option to extend the term of the Agreement for an additional year (maximum one additional option year).

Costs for the one-year option to renew (**December 1, 2028 – November 30, 2029**) shall be computed in accordance with the Proposer's Cost Sheet – Year 3, contract period. If the State elects to invoke the option year and extend the Agreement with contractor, DDS will notify the contractor of the option to extend the Agreement, by no later than six months before expiration of the Agreement. Contractor agrees to execute and return any necessary documentation for DDS to formalize an option.

XXVI. SAFETY AND SECURITY

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

XXVII. MEDICARE/MEDI-CAL REQUIREMENTS

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

XXVIII. NATIONAL PROVIDER IDENTIFIER (NPI) REQUIREMENTS

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

XXIX. DRIVING ON STATE BUSINESS

Contractors are required to adhere to DDS' Driving on State Business - Contractor, Exhibit I. The Contractor is responsible for reviewing it with all applicable employees and requiring their strict adherence to this policy.

EXHIBIT E–ADDITIONAL TERMS AND CONDITIONS

I. RIGHT TO TERMINATE

The State reserves the right to terminate this Contract subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

Upon receipt of a notice of termination, Contractor shall take such steps as are reasonably necessary to prepare to terminate its operations on the date specified in the notice of termination or any extension thereof.

II. RESOLUTION OF AGREEMENT DISPUTES

Should any questions or conflicts arise regarding the interpretation or performance of the Agreement, an attempt shall be made by the Contractor and the Contract Manager responsible for the Agreement to discuss and resolve the matter.

If resolution is not reached, the Contractor shall notify the Deputy Director of Administration (DDA) or the Administrative Services Director (ASD), whichever is appropriate, in writing of the dispute within 15 days of the discussion between the Contractor and the Contract Manager. In the event of a dispute, the language contained in this agreement shall prevail over any other language, including that of the solicitation.

Any dispute concerning interpretation or performance of this agreement shall be decided by the DDA or ASD, who shall state the factual basis for their decision in writing and shall serve a copy of the decision on the Contractor. The DDA/ASD decision shall be rendered within 30 days of receipt of a dispute submitted by the Contractor.

In the event the State terminates this agreement, the State may procure, upon such terms and such manner as the Contract Manager may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the State for any excess costs reasonably incurred for such supplies or services similar to those terminated. In the event of a termination for default, Contractor shall be paid at the rate specified in the Agreement for the period of satisfactory performance prior to the effective date of cessation of work as provided in the notice of termination.

III. DVBE PARTICIPATION REPORTING AND WITHHOLD

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

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

IV. SEXUAL HARASSMENT POLICY

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

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

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

VI. HEALTH AND SAFETY

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

VII. HEALTH AND SAFETY RESPONSIBILITIES

Contractor is responsible for the health and safety protection of its employees in the performance of this Agreement. Contractor shall comply with applicable laws relating to safety, including, but not limited to, the regulations of the Division of Occupational Safety and Health, and the State of California Department of Industrial Relations. Contractor's personnel shall exercise precautions at all times for the protection of persons and property. In order to protect the health of the facility residents, Contractor shall require and be responsible for assuring that all personnel employed to work in the facilities undergo a pre-employment and annual health examination prescribed by California Code of Regulations, Title 22, and Section 72535 (a) and (b) testing for Hepatitis B antigen and tuberculosis.

Employees with signs or symptoms of, or known, infectious disease shall not be permitted to work until a physician's clearance is obtained.

Contractor shall maintain a health record for each employee which includes reports of all employment-related health examinations. Such records shall be kept for a minimum of three (3) years following termination of employment.

Contractor shall be responsible for all costs incurred for health examinations, blood tests, and x-rays for Contractor's employees.

VIII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REPORTING

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

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

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

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

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

X. SERVICE STANDARDS

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

XI. PROFESSIONAL RESPONSIBILITY

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

XII. ANTI-NEPOTISM POLICY

Contractors are required to adhere to DDS' Anti-Nepotism Policy, Exhibit H. The Contractor is responsible for reviewing it with all applicable employees and requiring their strict adherence to this policy.

All applicants and employees (including contractors, limited-term or temporary staff) shall immediately notify their respective hiring interview panel or the DDS Project Representative when a personal relationship, working arrangement, and/or assignment could conflict with this policy.

If a potential nepotistic relationship is identified, the DDS Project Representative must submit a request for a **Nepotism Exception** to Labor Relations for review and approval. The Contractor will work with the DDS Project Representative to complete the required Nepotism Exemption form. Exceptions to the nepotism policy may be granted under limited circumstances, at the discretion of Labor Relations.

EXHIBIT F – SEXUAL HARASSMENT PREVENTION POLICY

DEPARTMENT OF DEVELOPMENTAL SERVICES

Title: SEXUAL HARASSMENT PREVENTION POLICY

Effective: May 28, 2024

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

DocuSigned by:
Carla Castaneda for
0000017487070423

May 28, 2024

NANCY BARGMANN, Director
Department of Developmental Services

Date

I. SEXUAL HARASSMENT PREVENTION POLICY DIRECTIVE

Policy

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

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

Departmental Standard

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

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

Employee Rights

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

Retaliation Prohibited

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

II. CONDUCT PROHIBITED BY THIS POLICY

Sexual Harassment

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

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

Sexual harassment is categorized into two types:

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

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

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

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

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

Retaliation

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

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

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

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

III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

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

Supervisors and managers are required to:

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

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

IV. RESPONSIBILITIES OF EMPLOYEES

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

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

Employees are required to:

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

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

V. MANDATED HARASSMENT PREVENTION TRAINING

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

VI. THE COMPLAINT PROCESS

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

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

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

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

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

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

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

VII. DISSEMINATION AND ACKNOWLEDGEMENT OF POLICY

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

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

VIII. FILING COMPLAINTS OUTSIDE OF DDS

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

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

(800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711

<https://www.cacivilrights.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

(800) 669-4000 or (510) 735-8909 (deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

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

Questions regarding this policy should be directed to:

Office of Human Rights and Advocacy Services

(916) 654-1888, ohras@dds.ca.gov

EXHIBIT G–HIPAA AGREEMENT

Statement of Assurances for Protection of Protected Health Information

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

1. **Background**

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

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

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

2. **Recitals**

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

Now, therefore, the parties agree as follows:

3. **Definitions**

- A. **Accounting** – “Accounting” means Contractor’s accounting of PHI disclosures to an individual upon his or her request in accordance with 45 CFR § 164.528, subject to the exceptions listed therein. As stated in 45 CFR § 164.528(b) an accounting includes the date of disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of disclosure or copy of a written request for disclosure by the Secretary, as defined herein, or by an entity or person permitted under 45 CFR § 164.512.
- B. **Breach or Breaches** – “Breach” or “Breaches” have the same meaning of the term “breach” defined under 45 CFR § 164.402, which is the acquisition, access, use or disclosure of PHI in a manner not permitted under Title 45 of the CFR Part 164, Subpart E, that compromises the security or privacy of PHI, subject to the breach exclusions listed therein.
- C. **Business Associate** – “Business Associate” has the same meaning of the term “business associate” defined in 45 CFR § 160.103, which means an entity or person on behalf of a covered entity who creates, receives, maintains or transmits PHI by conducting services including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial services, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, patient safety activities benefit management, practice management and/or repricing. “Business associate” also refers to Contractor who is a party to this Agreement.
- D. **Covered Entity** – “Covered Entity” has the same meaning of the term “covered entity” defined in 45 CFR § 160.103, which means a health plan, health clearinghouse or healthcare provider. Covered entity also refers to DDS who is a party to this Agreement.
- E. **Designated record set** – “Designated record set” has the same meaning of the term “designated record set” defined in 45 CFR § 164.501, which is a group of records that contains PHI and is maintained by or for a covered entity. The designated record set includes medical records and billing records, enrollment, payment, claims adjudication and case/medical management record systems, and/or records used, in whole or part, to make decisions about individuals.
- F. **Disclosure** – “Disclosure” has the same meaning of the term “disclosure” defined in 45 CFR § 160.103, which is the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- G. **Discovery** – “Discovery” has the same meaning of “Breaches treated as discovered” under 45 CFR § 164.410. Under Section 164.410, a breach shall be treated as discovered by a business associate on the first day on which such breach is known, or by exercising reasonable diligence would have been known by the business associate, including its employees or agents.
- H. **Electronic PHI** – “Electronic PHI” is protected health information in an electronic form. (See P. below for definition of PHI.)
- I. **Encryption** – “Encryption” has the same meaning of the term “encryption” defined in 45 CFR § 164.304, which is the use of an algorithmic process to transform data into a form

in which there is a low probability of assigning meaning without use of a confidential process or key.

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

information that is created or received by a covered entity or business associate that relates to the past, present, or future physical or mental health of an individual; or the past, present, or future payment for the provision of health care to the individual. In addition, the information must identify the individual or there must be a reasonable basis to believe the information may be used to identify the individual.

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

4. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Usage Permitted by This Agreement and HIPAA.** Contractor may use or disclose PHI only to perform functions, activities or services for, or on behalf of the DDS as specified in this Agreement, provided that such use or disclosure does not violate HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI. The use and disclosure of PHI may not be more expansive than

applicable to DDS as the “Covered Entity” under 45 CFR Part 164. (45 CFR § 164.504(e)(2)(i)).

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

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

5. Uses and Disclosures Not Provided for by this Agreement

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

6. Safeguarding Protected Health Information

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

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

7. Security

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

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

8. Agents and Subcontractors

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

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

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

10. Breach Procedure

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

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

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

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

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

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

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

11. Term and Termination

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

C. Judicial or Administrative Proceeding

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

D. *Effect of Termination or Nonrenewal*

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

12. Due Diligence

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

13. Sanctions and/or Penalties

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

14. Employee Training and Discipline

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

15. Audits, Inspection and Enforcement

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

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

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

16. Obligations of DDS

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

17. Miscellaneous

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

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

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

References:

United States Department of Health and Human Services, Office for Civil Rights, Medical Privacy - National Standards to Protect the Privacy of Personal Health Information <https://www.hhs.gov/hipaa/index.html>

United States Department of Health and Human Services, Centers for Medicare and Medicaid Services – Security Standards
[The Security Rule | HHS.gov](#)

National Institute of Standards and Technology (NIST)
<https://www.nist.gov/>

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

EXHIBIT H–Anti-Nepotism Policy

Department of Developmental Services
ADMINISTRATION DIVISION
MEMORANDUM

NUMBER:	HR-0011
DATE ISSUED:	December 5, 2024
TO:	Department of Developmental Services Employees
FROM:	Human Resources Branch
SUBJECT:	Anti-Nepotism Policy

Policy

It is the policy of the Department of Developmental Services (Department) to recruit, hire, and assign all applicants and employees based on merit and fitness in accordance with civil service statutes, rules, and regulations. Nepotism is expressly prohibited in the workplace because it is antithetical to California’s merit-based civil service.

The intent of the nepotism policy is to prevent favoritism or bias based on a personal relationship and/or to alleviate situations that may impact an applicant’s or employee’s ability and fitness to accomplish his/her specific job duties or when the relationship has an adverse impact on the workplace.

Personal relationships include, but are not limited to: associations by blood, adoption, marriage, and/or cohabitation, e.g., husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and two people living together outside of marriage which includes domestic partners.

Appointments/Assignments

Nepotism is defined as an applicant or employee using their personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations may be, but are not limited to, any of the following examples:

1. Working in close quarters and in association with one another;
2. Working for the same immediate supervisor;
3. Having a direct or indirect supervisor/subordinate relationship;
4. Participation in the hiring/selection process;
5. Participation in performance evaluations and/or staff development.

Roles and Responsibilities

The hiring authority or supervisor must inform employment applicants of the nepotism policy at the time of the interview and ensure all applicants then sign this acknowledgment form.

All applicants and employees (including contractors, limited-term or temporary staff) shall immediately notify their respective hiring interview panel or supervisor when a personal relationship, working arrangement, and/or assignment could conflict with this policy.

If a potential nepotistic relationship is identified, the hiring panel or supervisor must submit a request for a [Nepotism Exception](#) to Labor Relations for review and approval. Exceptions to the nepotism policy may be granted under limited circumstances, at the discretion of Labor Relations.

Requirements

All employees and applicants are required to complete the Nepotism Disclosure form to ensure that all hires, transfers, placements, and promotions are based on merit and free from nepotism. The [Nepotism Disclosure Form DS 3126](#) shall be completed and reviewed by hiring personnel or submitted to Labor Relations to evaluate and identify a remedy to any potential impacts of the personal relationship.

Authority

CCR, Title 2, Sections [83.5](#), [83.6](#), and [87](#).

EXHIBIT I–DRIVING ON STATE BUSINESS–CONTRACTOR

VII. ELIGIBILITY TO OPERATE VEHICLES

1. **Criteria:** Contractor shall verify that all staff operating vehicles meet the following criteria:
 - a. Must have a valid driver's license and a good driving record.
 - b. Maintain a good driving record, as defined by no more than three moving violations, three at-fault accidents, or any combination of more than three incidents in the past 12 months.
 - c. Adhere to all State of California Vehicle Code (VEH) and Federal regulations regarding vehicle operation, including but not limited to compliance with speed limits, seatbelt usage, proper licensing, use of hands-free devices for communication, and prohibitions against distracted or impaired driving.

II. GENERAL REQUIREMENTS

1. **Official Business Only:** State-owned vehicles are for official state business only within the DEPARTMENT. Contractors are prohibited from using or allowing state vehicles for personal reasons. Passengers are restricted to state employees and individuals served in our State Operated locations.
2. **Use of Safety Equipment:** Employees shall use all available safety equipment in the vehicle being operated, including but not limited to seat belts, as required by law. The Contractor shall ensure that all passengers also comply with safety equipment requirements.
3. **Use of Telematic Devices and Monitoring:** All State of California vehicles are equipped and monitored with telematic devices. Vehicle usage, location, driving behavior, use of safety equipment, and other miscellaneous diagnostics are monitored for compliance with safety and operational standards. The Contractor and its employees must acknowledge the presence of these devices, agree to adhere to all safety guidelines and recognize that any data collected may be used for evaluations, incident investigations, and operational improvements.
4. **Telematic Agreement:** The Department's Contract Manager will provide the Contractor with DEPARTMENT's Telematic Agreement upon contract or amendment execution. The staff shall review, sign, and return Department's Telematic Agreement to the Contract Manager.
5. **Driver Compliance Management:** Unsafe driving behaviors identified through telematics monitoring, or any employee who no longer meets the eligibility requirements for operating vehicles on state business, such as exceeding allowable points, incurring infractions, or other violations, must be promptly removed by the Contractor from the list of staff authorized to operate vehicles on Department business. Department reserves the right to request such removals if non-compliance is identified. The Contractor is responsible for implementing corrective actions and ensuring only qualified individuals operate vehicles.

6. **Travel Log Form:** The form STD. 273 “Monthly Travel Log” will be retained in each state-owned vehicle. Contractors driving a state-owned vehicle will complete an entry on the form at the beginning and end of each use of the vehicle, per instructions included on the form. Entries will be legible.
7. **Citation:** The employee driver is responsible for any citation received for a vehicle code violation while driving a state-owned vehicle.
8. **Smoking:** Smoking is not permitted in a state-owned vehicle.
9. **Vehicle Equipment Checks:** Contractor shall ensure that all employees perform basic vehicle safety checks before using a state vehicle. This includes inspecting tires, brakes, lights, mirrors, and fluid levels. Employees must report any safety concerns to the Department immediately, and vehicles with unresolved issues shall not be operated.
10. **Fleet Fuel Card Usage Policy (WEX Card):** The Department’s Contract Manager will provide the Contractor with the Department’s WEX Card agreement upon contract or amendment execution. Contractor or Contractor’s staff shall review, sign, and return the Departments’ WEX card agreement to the Contract Manager.

III. CONTRACTOR TRAINING REQUIREMENTS

1. **Defensive Driving Training Program:** Contractor shall ensure that all staff operating vehicles on official business related to their contract with the Department complete an approved Defensive Driving Training course prior to beginning their driving duties and at least once every four years thereafter.
 - a. Contractor must use the National Safety Council’s Online Defensive Driving Courses, accessible at NSC Defensive Driving Courses, for all employees operating vehicles on official Department business.
2. **Tracking and Reporting Requirements:** Contractor shall maintain accurate records of all Defensive Driving Training completions. Contractor will provide an Excel spreadsheet to Department quarterly or upon request.

IV. ACCIDENT REPORTING

1. **Reporting Requirements:** In the event of an accident involving a vehicle operated by a Contractor’s employee on official Department business:
 - a. At the accident scene, do not admit fault or make any promises that the State will pay for any damages.
 - i. State Vehicle: Fill out the STD 269 form, Reporting of Automobile Accidents (should be located in the state vehicle glove box). Tear off the perforated section and provide it to the other driver involved in the accident.
 - ii. Rental Vehicle: Employees report the accident to the rental company.
 - b. If safe, take photographs at the accident scene to include damages to the state vehicle, the other parties’ vehicle/property, etc.
 - c. Contractor shall immediately notify the Department by phone to the Contract Manager, STAR Home Administrator, and Program Director.

2. **Reporting Form:** Contractor shall complete and provide a STD 270-Vehicle Accident Reporting Form (PDF) report within 48 hours to the Contract Manager, STAR Home Administrator and Program Director.

CONFIDENTIALITY AGREEMENT

BEHAVIORAL SUPPORT STAFFING

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

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

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

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

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

Signature of Contractor's Authorized Representative

Date: _____

Name/Title (Print)

APPENDIX

APPENDIX 1 – REQUIRED AND CONDITIONAL ATTACHMENTS

VIII. ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

Proposer's Name _____
Please print clearly or type.

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

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

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

*Submit only if applicable.

Authorized Signature and Title

Date

APPENDIX

ATTACHMENT 2 – PROPOSAL/PROPOSER CERTIFICATION SHEET

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

- A. All required attachments are included with this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

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

APPENDIX

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

APPENDIX

IX. ATTACHMENT 3 – COST PROPOSAL WORKSHEET

Cost Proposal hourly rates, administrative fees, and other costs associated with staffing services must align with the information provided in the **Transparency in Pricing Narrative**. **Hourly rates must be all-inclusive. Proposer must use the format below to present their cost proposal:**

Contract Year 1 – December 1, 2026 through November 30, 2027

Description	Hourly Rate	Maximum Hours	Total A
Board Certified Behavior Analyst	\$ _____	2,500	

Contract Year 2 – December 1, 2027 through November 30, 2028

Description	Hourly Rate	Maximum Hours	Total B
Board Certified Behavior Analyst	\$ _____	2,500	

Contract Year 3* – December 1, 2028 through November 30, 2029

Description	Hourly Rate	Maximum Hours	Total C
Board Certified Behavior Analyst	\$ _____	2,500	

Evaluated Total (A+B+C) = \$ _____

Lowest rate will be determined by adding the totals (hourly rate times maximum number of anticipated hours) for all three* years (A+B+C). The Maximum Hours stated here are an estimate for evaluation purposes only. The number of hours is not guaranteed and is subject to change based on departmental needs.

*Year 3 is an Option Year to be utilized at DDS' sole discretion. -.

APPENDIX

X. ATTACHMENT 4 – PROPOSER POINT OF CONTACT

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

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

APPENDIX

XI. ATTACHMENT 5 – PAYEE DATA RECORD (STD 204) AND PAYEE DATA RECORD SUPPLEMENT (STD 205*)

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

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

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

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

XII. ATTACHMENT 6 – CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

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

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

XIII. ATTACHMENT 7 – PROPOSER DECLARATION (WRITTEN) (GSPD-05-105)

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

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

APPENDIX

XIV. ATTACHMENT 8 – INSURANCE ACKNOWLEDGEMENT

Proposer's Name: _____

Please print clearly or type.

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

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

Authorized Signature

Date

Name of Proposer

Name and Title (Please Print)

APPENDIX

XV. ATTACHMENT 9 – PROPOSAL INCENTIVES AND PREFERENCES CERTIFICATION

1. SMALL BUSINESS (SB) PREFERENCE:

Proposer must check the appropriate box from the choices below.

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

2. DVBE INCENTIVE:

Proposer must check the appropriate box from the choices below.

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

APPENDIX

**XVI. ATTACHMENT 10
STATEMENT OF ASSURANCES FOR PROTECTION OF PROTECTED HEALTH
INFORMATION (HIPAA) ACKNOWLEDGEMENT OR BUSINESS ASSOCIATE
AGREEMENT (BAA) ACKNOWLEDGEMENT**

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

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

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

Authorized Signature

Date

Name of Bidder

Name and Title (Please Print)

APPENDIX

XVIII. ATTACHMENT 11 – IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3)

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

XIX. ATTACHMENT 12 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)

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

Attachments 13 through 16 must be included in the submission only if applicable:

XX. ATTACHMENT 13 – COPY OF CALIFORNIA SMALL BUSINESS (SB)/MICRO BUSINESS (MB)/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION

XXI. ATTACHMENT 14 – CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (DGS PD 843)

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

XXII. ATTACHMENT 15 – DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)

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

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

XXIII. ATTACHMENT 16 – CALIFORNIA SECRETARY OF STATE CERTIFICATION OF STATUS

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

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

APPENDIX

APPENDIX 2 – EVALUATION CRITERIA

TECHNICAL PROPOSAL EVALUATION CRITERIA

An evaluation committee will meet to evaluate the technical proposal.

Executive Summary– (0-21 Points)	Maximum Possible Score	Score
Proposer has provided a detailed Executive Summary that contains the following:	21	
How the proposed facilitators have the organization, management capability, and expertise to perform the tasks identified immediately below in Article X-Required Content of Technical Proposal Item F, Scope of Project.	7	
Titles, qualifications and number of staff and subcontractors that will be used.	7	
A plan of how the Proposer will integrate the work described in the RFP with current activities	7	
Executive Summary Total Points		
Qualifications and Experience – (0-45 Points)	Maximum Possible Score	Score
Proposer has addressed and demonstrated the following:	45	
Narrative description includes the number of years of experience the Proposer has in staffing specialized roles and the strategies Proposer uses to accomplish this task.	15	
Narrative description includes the number of years of experience recruiting level of care staff in hard-to-recruit locations and the strategies Proposer uses to accomplish this task.	15	
Narrative description includes specific examples of past reviews of governmental and/or private industry audits and successful reforms recommended and implemented.	15	
Qualifications and Experience Total Points		

APPENDIX

Transparency Pricing Narrative (0-20 Points)	Maximum Possible Score	Score
Proposer's Transparency Narrative addresses and demonstrates includes the following:	20	
A detailed and transparent pricing structure, including hourly rates, administrative fees, and all associated costs. Superior – Exceeds minimum requirements – clearly defines recruitment and retention strategy with innovative solutions, which details timeline and approach. Satisfactory – Meets minimum requirements – clearly understands the agreement requirements and provides a clearly defined recruitment and retention strategy which details timeline and approach. Unsatisfactory – Does Not meet the minimum requirements – does not meet the agreement requirements nor clearly define approach	15-20 8-14 0-6	
Transparency Pricing Narrative Total Points		
Recruitment and Retention Strategy (0-20 Points)	Maximum Possible Score	Score
Proposer's Recruitment and Retention Strategy:	20	
Superior – Exceeds minimum requirements – clearly defines recruitment and retention strategy with innovative solutions, which details timeline and approach. Satisfactory – Meets minimum requirements – clearly understands the agreement requirements and provides a clearly defined recruitment and retention strategy which details timeline and approach. Unsatisfactory – Does Not meet the minimum requirements – does not meet the agreement requirements nor clearly define approach	15-20 8-14 0-6	
Recruitment and Retention Strategy		
Technical Proposal Grand Total	106	

NOTE: Proposers that score a minimum of 74 points will move on to the Interview and Cost Component phase. See RFP, Article XIV. Evaluation Process.

APPENDIX

INTERVIEW EVALUATION CRITERIA (30 minutes per Proposer)

The evaluation committee will conduct oral interviews for proposers who have passed Phases I and II. The interview will consist of **5** questions. The responses will be scored based on the criteria outlined below.

Quality Any of the features that make something what it is, characteristic element, attribute, the degree of excellence which a thing possesses.

Quantity The aspect in which a thing is measurable in terms of greater, less, or equal or of increasing or decreasing magnitude.

The extent to which examples are provided are demonstrated in areas 1-5

1. Experience in Group Home Settings (0 – 10 Points)

- a. Experience recruiting staff in for a group home or similar setting.
- b. Experience matching staff in group home, your experience in recruiting staff for 24/7 group homes or similar environments.

Points

- 0 Does not meet the basic or minimum requirement
- 1-3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4-6 Adds at least one quality or quantity element
- 7-8 Adds more than one quality or quantity element
- 9-10 Demonstrates superior experience in research

2. Crisis Management and De-escalation Skills in Staff (0 - 10)

- a. Experience in crisis management in a group home or similar setting.
- b. Experience in de-escalation tactics.

Points

- 0 Does not meet the basic or minimum requirement
- 1-3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4-6 Adds at least one quality or quantity element
- 7-8 Adds more than one quality or quantity element
- 9-10 Demonstrates superior analytical skills

APPENDIX

3. Communication and Interpersonal Skills of Staff (0-10 Points)

- a. Experience assessing the communication and interpersonal skills of staff.
- b. Experience in providing staff with the tools and opportunities to develop their interpersonal and communication skills.

Points

- 0 Does not meet the basic or minimum requirement
- 1-3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4-6 Adds at least one quality or quantity element
- 7-8 Adds more than one quality or quantity element
- 9-10 Demonstrates superior communication skills

4. Adaptability and Flexibility in Staffing (0-10 Points)

- a. Experience in adjusting to the changing needs of a group home or similar location, without compromising care quality

Points

- 0 Does not meet the basic or minimum requirement
- 1-3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4-6 Adds at least one quality or quantity element
- 7-8 Adds more than one quality or quantity element
- 9-10 Demonstrates superior skills in economic impact analysis

5. Knowledge of Regulations and Compliance (0-10 Points)

- a. Experience with relevant regulations and compliance requirements applicable to a group home or similar setting and staff.
- b. Experience training staff on relevant regulations and compliance requirements applicable to a group home or similar setting

Points

- 0 Does not meet the basic or minimum requirement
- 1-3 Meets basic or minimum requirements, may be less than adequate in terms of quality or quantity
- 4-6 Adds at least one quality or quantity element
- 7-8 Adds more than one quality or quantity element
- 9-10 Demonstrates superior knowledge of governmental policy

APPENDIX

COST COMPONENT

Cost Component – (0-70 Points)	Maximum Possible Score	Score
Proposer <u>must</u> submit a Cost Worksheet (Attachment 3) that includes rates for the three-year Agreement period. (See below for an example of a completed cost sheet) The Proposer must prepare the total cost information by hourly unit. No erasures are permitted in cost proposals. Errors, if any, must be crossed out and corrections must be typed or printed with ink. The person signing the cost proposal must initial all corrections. The lowest Cost for Services will be given the maximum number of 70 points. All other cost proposals will be given a prorated percentage of 70 points based on the proportion of their Cost for Services compared to the lowest cost bid for Cost for Services. For example, if lowest cost for the Board Certified Behavior Analyst RFP equals \$300,000 would be awarded 70 points, the second lowest cost \$316,000.00 would be awarded $(\\$300,000/\\$316,000 \times 70) = 66$ points total.	70	
Cost Component Total Points:	70	

APPENDIX

Phase II Technical Proposal Evaluation – Score Sheet

Name of Proposer: _____

Evaluator: _____

TECHNICAL EVALUATION: (106 Possible Points)

Score: _____

INTERVIEW: (50 Possible Points)

Score: _____

COST PROPOSAL: (70 Points Maximum)

The lowest cost for **Board Certified Behavior Analyst** will be given the maximum number of 70 points.

The lowest Cost for Services will be given the maximum number of 70 points. All other cost proposals will be given a prorated percentage of 70 points based on the proportion of their Cost for Services compared to the lowest cost bid for Cost for Services.

For example, if lowest cost for the **Board Certified Behavior Analyst** equals \$300,000 would be awarded 70 points, the second lowest cost \$316,000.00 would be awarded $(\$300,000/\$316,000 \times 70) = 66$ points total.

Score: _____

TOTAL SCORE (226 POINTS MAXIMUM)

TOTAL SCORE: _____

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