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GAVIN NEWSOM  
GOVERNOR

## REQUEST FOR PROPOSAL—Secondary

### Notice to Prospective Proposers

September 15, 2023

You are invited to review and respond to this Request for Proposal (RFP), entitled **DDS Direct Service Professionals (DSP) University Training Curriculum (RFP239013)**. In submitting your proposal, you must comply with these instructions. Please be sure to read all portions of this solicitation thoroughly (including the attached sample contract) prior to submitting a proposal, as language vital to the contract(s) to be awarded is found throughout the solicitation. The anticipated term of this Agreement will be December 15, 2023, (or when fully executed, whichever occurs later) through December 14, 2024, with two (2), one (1) year options to extend at the original rates submitted by Proposer.

Read the attached document carefully. The Proposer is solely responsible for ensuring that the complete proposal is received by DDS in accordance with the proposal requirements, prior to the date and time specified in the solicitation. Proposals received after the specified deadline will not be considered for review. DDS shall not be responsible for any delays in submittal, to include those that are misdelivered. DDS reserves the right to cancel this RFP without cause, at any time prior to award.

Note that all agreements entered into with the State of California will include by reference, General Terms and Conditions and Proposer Certification Clauses that may be viewed and downloaded at [Standard Contract Language for Non-IT Services](#).

In the opinion of the Department of Developmental Services (DDS) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please see Section 5 (b), 'Electronic Q & A for This RFP'.

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

Public or private corporations, agencies, organizations, associations, or individuals may submit a proposal in 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. Proposer must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting proposal). Failure to meet the foregoing requirement will result in disqualification.

Proposer, including the proposers' representatives such as executives, officers, board members, and agents, must be responsible and have the capability to professionally carry out the terms of these contracts. Those proposer/proposer's representatives who have had a contract terminated with the DDS in the past 18 months will be disqualified and will not be considered in the award process. This restriction extends to any and all entities for which the proposer representatives have been responsible for in whole or in part (e.g., making decisions, managing operations).

The Department of Developmental Services (DDS) is waiving the Disabled Veterans Business Enterprise (DVBE) participation requirements for these contracts. However, the DVBE Incentive is still in effect. Please see page 18, Section 6(c).

**Executive Order N-6-22 Russian 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.



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## SCOPE OF WORK

### 1) GENERAL INFORMATION

This agreement is for the Contractor to assist the California Department of Developmental Services (DDS) with developing self-paced training content/curriculum, or customizing pre-developed training content/curriculum, which allows for asynchronous learning for the Direct Service Professional (DSP) University, as legislatively mandated and specified in Welfare and Institutions Code, section 4511.5(c).

Welfare & Institutions Code, section 4511.5 (b), requires DDS to develop, utilize existing, or a combination of the two, the DSP University program which enhances direct service professional training; promotes services that are person-centered and culturally and linguistically sensitive, and that improves outcomes for individuals with developmental disabilities.

The DSP University being established will be a competency-based, three-tiered training and certification program tied to a wage differential that aims to enhance services provided by the DSPs and to foster a more sustainable DSP workforce.

The terms of this agreement shall be December 15, 2023, or whenever fully executed, whichever occurs later, through December 2024, with two (2) one (1) year options to extend at the original rates submitted by Contractor. DDS reserves the right to retain access to the training curriculum with contract amendments or future contract renewals with this Contractor.

### 2) GENERAL SCOPE

#### a. General Provisions

Under the general direction of DDS, the following provisions shall apply to all project tasks:

- i. The Contractor shall assign a project manager for this contract who will be responsible for all project deliverables.
  - a. The Contractor shall provide DDS the project manager's resume, email address, office phone number, and cellular phone number.
  - b. The Contractor's project manager shall provide to DDS the names and contact information for all other staff who will be assigned to this contract, including the names and contact information for any subcontractors.
  - c. The Contractor shall include subject matter experts in areas associated with the project to be part of their team.
  - d. The Contractor shall provide resumes for all key personnel or subject matter experts who will work on the development of materials and contents related to the DSP University, specifying their time on training development and its evaluation.
  - e. The Contractor shall provide the number of hours each team member is expected to work on this project.

- f. The Contractor shall provide project and timeline updates at least once every month or as needed and requested by DDS.

The Contractor will describe the process they will use to obtain DDS agreement with any staff changes that occur between the submission of the proposal and actual project implementation and any staff changes during project implementation.

- ii. The Contractor shall provide all original materials and source materials utilized and developed for the duration of this project and as requested by DDS.
- iii. The Contractor agrees to ensure that the work described in this contract is fulfilled in a manner that is acceptable to DDS. The contractor further agrees to conduct activities necessary with other entities designated by DDS to ensure that each course is available and accessible to DSPs participating in the DSP University program including, but not limited to:
  - a. Working collaboratively in the development, implementation, and administration of this contract with other entities including, but not limited to, DDS and other DDS contractors; and,
  - b. Contractor's staff assigned to the project agree to attend meetings with DDS and communicate by phone, email, or web meetings as necessary to discuss the progress and collaborate on the refinement of the work performed pursuant to this agreement.

## **b. Project Deliverables**

The Contractor will:

- i. Develop content/curriculum, or customizing pre-developed training content/curriculum, which allows for asynchronous learning for the Direct Service Professional (DSP) University.

The training curriculum shall:

- a. Be based in concepts of person-centered thinking and cultural and linguistic sensitivity that prepares DSPs with skills that are applicable and enhance the quality of services provided to individuals with developmental disabilities
- b. State clear learning objectives which align with DDS' sixteen (16) competency areas (see Sample Contract Exhibit A, Attachment 1) and shall be relevant to DSPs who provide services across a variety of service settings
- c. Be developed with three (3) training tiers which build DSPs knowledge and skill as they advance to higher level tiers
- d. Employ methods that teach participants the information and skills to be used in the field when DSPs are providing care
- e. Assess pre/post training participants skills via competency-based technology embedded in the training curriculum
- f. Include Continuing Education and outcome measures
- g. Be available in a web-based, online format available to DSPs across the State of California
- h. Be able to be accessed by DSPs using an online Learning Management System (LMS) designated by the Department of Developmental Services (DDS)

- i. Provide content in English with closed captioning in English and Spanish and American Sign Language (ASL) on-screen interpretation for all applicable training curriculum and materials including when videos are produced with animation, graphics, and/or music
  - j. Meet accessibility requirements specified under the following:
    - i. California Government Code, Section 11135
    - ii. Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794d)
    - iii. Web content accessibility guidelines 2.0 or newer version published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria
  - k. Be accessible to individuals with a reading level of 6<sup>th</sup> grade and below
  - l. Contain customizable, blended learning and training, and customizable learning modules to meet local needs; and,
  - m. Be adaptable to include synchronous, asynchronous, online instructor-led, in-person and/or blended learning components in the future.
- ii. Conduct stakeholder engagement to finalize DDS' sixteen (16) competency areas and identify courses and competency areas that will build on one another through the three tiers with input from DDS, regional centers, and stakeholders, to include but not be limited to, self-advocates, families, service providers, and DSPs pursuant to Welfare and Institutions Code, Section 4699.5.
  - iii. Develop training materials and resources relevant to the training curriculum which further the understanding of DSPs.
    - a. Course materials shall be translated into Spanish with the ability for translation into additional languages such as Vietnamese, Chinese, Tagalog, and Korean upon DDS request. Training curriculum and materials that are translated into other languages must be reviewed and approved by DDS personnel or a vendor approved by DDS
  - iv. Ensure the training curriculum can be accessed using standard broadband access and equipment including a single screen (e.g., multimedia tablet, laptop, desktop computer, and smartphone).
  - v. Ensure quality standards are met throughout training courses in content and learning objectives to ensure that DSPs have learned basic concepts via the competency-based technology embedded in the training curriculum.
    - a. Pre- and Post-Tests shall be developed for all training courses and completed by the participants at the beginning and end of each training.
    - b. The tests shall assess the participants knowledge of the competency area(s) and learning objectives.
  - vi. Ensure easy access to completion notices, training certificates, and pre/post test results.

- vii. Develop both quantitative and qualitative measures that DDS will use to assess the outcomes and impact of DSP University trainings completed by DSPs.
  - a. Contractor shall develop a standardized evaluation instrument to be completed by participants upon completion of each training
    - i. The instrument shall evaluate overall quality of the training provided, including level of difficulty, relevance to job specific duties and requirements, course content satisfaction, areas of improvement, and suggestions for additional training topics.
    - ii. The training evaluations shall be recorded, analyzed, summarized, and submitted to DDS by the Contractor on a quarterly basis.
  - b. Contractor shall perform data collection and monitoring as specified and requested by DDS.
  - c. Contractor shall provide a report on a quarterly basis which summarizes test results for each course on all three tiers, for each DSP; analyzes data from tests administered during the previous quarterly reports; and includes written recommendations and justification for curriculum modification.
  - d. Contractor shall submit reports to DDS on a quarterly basis, or as otherwise specified by DDS or in other sections within this RFP.
  - e. Contractor shall conduct an annual training needs assessment each fiscal year.
- viii. Suggest modifications to training curriculum delivery to improve its utility and efficacy and be willing to modify any aspect of the curriculum or course based on feedback from DDS based on the needs of DSPs.
- ix. Every six months, based on outcomes and evaluations of trainings, provide DDS with recommended actionable steps which can be implemented to further improve training curriculum, training delivery, and competency assessment of DSPs.
- x. Arrange and meet with DDS on a regular basis and as necessary and participate in meetings initiated by DDS.
- xi. The contractor agrees to DDS' use of, and access to, the training curriculum through the term of this contract. DDS reserves the right to retain access to the training content with contract amendments or future contract renewals with this contractor.

### **3) PROJECT ADMINISTRATION**

The Contractor shall perform the activities in the following areas:

- i. Within 45 days of awarding the contract, the awardee shall submit a proposed final draft workplan identifying detailed tasks and timelines to implement the project deliverables and include any data or other resources that are needed from DDS.
- ii. The workplan shall include, but not be limited to, objectives, activities, responsible parties, stakeholder engagement, expected expenditures, outcomes/deliverables, and a timeline.
- iii. Modify the workplan based on input from DDS and finalize the workplan for approval by DDS within 14 days from receiving the input.
- iv. Meet monthly, or as determined by DDS, with DDS staff to discuss progress and issues pertaining to implementation of the contract.
- v. Submit a monthly activity and budgetary progress report to DDS summarizing contract activities and expenditures during the prior month, as well as objectives (and associated activities) for the planned future months.

- vi. The Contractor shall begin implementation of this contract within 30 days from the date of its execution.

**4) MINIMUM QUALIFICATIONS FOR PROPOSERS**

Resumes/proposals demonstrating the following minimum qualifications must be included in the submitted proposal and will be used in evaluating the submitted proposal toward consideration for award.

Only proposals demonstrating the following minimum qualifications will be evaluated for consideration for the award of this contract.

- A. Each of the Proposer’s key personnel must possess a minimum of 6 individual/cumulative years of documented experience developing and implementing competency-based training curriculum.
- B. The proposal must demonstrate that Proposer’s personnel and/or consultants proposed to assist Proposer in carrying out Scope of Work have at least 5 individual/cumulative years of documented experience working with DSPs of diverse communities within a developmental disability services system or other health and human services system, including diverse communities identified by race/ethnicity, language, and socioeconomic circumstances.
- C. The proposal must demonstrate that Proposer’s personnel and/or consultants proposed to assist the Proposer in carrying out Scope of Work have at least 5 years of experience working cooperatively with government agencies, large organizations, and other stakeholders who prioritize addressing workforce issues impacting DSPs and work to support system reform, improve practice standards and advance the skills and knowledge of DSPs.
- D. The Proposer must demonstrate knowledge and experience in implementing each of the deliverables identified in “2(b) Project Deliverables”.
- E. The Proposer shall provide 3-5 professional letters of reference.

**5) PROPOSAL REQUIREMENTS AND INFORMATION**

**a. Key Action Dates**

| <b>Event Date</b>                              | <b>Event Date</b>                          |
|--|--|
| RFP Available to Prospective Proposers         | Friday, September 15, 2023                 |
| Written (E-mailed) Question Submittal Deadline | Friday, September 29, 2023, at 1:00 PM PT  |
| Answers to Proposers’ Questions Available      | Friday, October 6, 2023                    |
| Final Date for Proposal Submission             | Wednesday, October 25, 2023, at 1:00 PM PT |
| Proposal Opening                               | Thursday, October 26, 2023, at 9:00 AM PT  |
| Proposal Scoring**                             | October 27 to October 31, 2023             |
| Presentations Held                             | November 6 to November 11, 2023            |
| Notice of Intent to Award                      | Tuesday November 14, 2023                  |
| Proposed Award Date                            | Wednesday, November 22, 2023               |

\*\* The Proposal Scoring time frame may be shortened if TACPA Preference is not requested by any proposer

**b. Electronic Q & A for This RFP**

For the purpose of submitting questions regarding this RFP, e-mails may be sent to Roberta Kline any time before and up to September 29, 2023 by 1:00 PM PT. Send your e-mail(s) to [roberta.kline@dds.ca.gov](mailto:roberta.kline@dds.ca.gov). All questions regarding this RFP will be shared via e-mail with each of the agencies/organizations that submit questions and posted to the DGS Cal eProcure website. The Department's answers to questions will be e-mailed and posted on Cal eProcure on October 6, 2023.

**c. Cost Detail Format and Requirements**

Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal. Indirect/overhead costs cannot exceed 15% of the proposed total.

**d. Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP, including three (3) references, including, but not limited to, companies and specific work performed that demonstrates the ability to provide the services sought by DDS as described in Section 1, General Information, within the last five (5) years.
- b) The Proposer must provide resumés for each professional staff member/sub-proposer.
- c) The Proposer **must** include each item listed on ATTACHMENT 1, Additional Required Attachments Checklist (page 20), including the Checklist, itself.
- d) The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be cause for rejection of a proposal.
- e) The proposer shall develop a work plan/plan of action to include, but not limited to:
  - Objectives
  - Minimum required activities to achieve the objectives
  - Outcome/Deliverables
  - Timeline

Which identifies each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. See Project Deliverables (page 6). The Plan must address 1) Project Personnel (List all personnel who will be working on the project and their titles and job descriptions) and 2) All aspects of the Project Deliverables (Page 6)

- f) All proposals must be mailed under **sealed** cover and sent to the Department of Developmental Services by dates and times shown in Section 5, Proposal Requirements and Information, Item 1) Key Action Dates (page 10). Proposals received after this date and time will not be considered.

- g) A minimum of one (1) hard copies of the proposal must be submitted. One (1) additional electronic copy of all portions of the proposal **MUST** also be submitted on a USB thumb drive. Where possible, all documents shall be in Microsoft Word or PDF, with the exception of the cost portion, which shall be in Microsoft Excel or PDF.
- h) The original proposal must be marked "**ORIGINAL**". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- i) All proposal envelopes must be plainly marked with the RFP number and title, the region RFP being submitted for, your firm name and address, and must be marked, as shown in the following example:

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

*HD239013 DSP University Training Curriculum*

The cost portion of the proposals must be in a **separate envelope, marked as above, and also be marked "COST PROPOSAL: DO NOT OPEN."** Cost portion should be saved as a separate file on the USB drive.

Proposals not submitted under sealed cover and marked as indicated will be rejected.

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

- j) All proposals shall include the documents identified in Section 7, Additional Required Attachments (page 19). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will not be evaluated for consideration of award of this contract.
- k) Mail to the following address:

Department of Developmental Services  
Attention: Roberta Kline  
1215 O Street, MS 10-10  
Sacramento, CA 95814

- l) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

- m) A proposal will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver 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.
- n) Costs incurred for developing proposals and in anticipation of award of the agreement, including any travel expenses incurred during the RFP process, are entirely the responsibility of the proposer and shall not be charged to the State of California.
- o) An individual who is authorized to bind the proposing firm contractually must sign the Attachment 2, Proposal/Proposer Certification Sheet (page 21). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected. Proposers will be required to provide DDS evidence of their authorization to sign the contract.
- p) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- q) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with n) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline.
- r) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- s) The awarding agency may reject all proposals. In such instance, the agency is not required to award any agreement.
- t) Before submitting a response to this solicitation, proposers should review the response, correct all errors and confirm compliance with the RFP requirements.
- u) Where applicable, a proposer should carefully examine work sites and specifications. No increases to the cost bid submitted by any proposer will be allowed due to a proposer's lack of careful examination of work sites and specifications.
- v) DDS will not accept more than one proposal for the same region from a single individual, firm, partnership, corporation or association whether submitted under the same or different names.
- w) DDS will not accept single proposals submitted by a joint proposer. Additionally, if a proposal is submitted by a subsidiary of another entity, the main entity must sign and be responsible for the contract.

- x) The State does not accept alternate contract language from any proposer. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- y) No oral understanding or agreement shall be binding on either party.

**e. Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, will be rejected.
- c) Award, if made, will be to the highest scored responsive proposal.
- d) Proposal Evaluation: The proposals that meet the minimum qualifications, and include all required information and documents, will be evaluated, and scored according to the criteria indicated below. A responsive proposal is one that meets or exceeds the requirements, stated in this RFP. To be considered a responsive proposal, it must achieve a minimum of 70% of the 25 maximum points (17.5 points) for the first two sections of the rating/scoring listed below: Clarity and Organization of Proposal; and Technical Experience.
- e) DDS reserves the right to select the top proposal.

Following initial scoring of the proposals, all proposals that meet the 70% minimum requirement will be scheduled for the Presentation. Presentations will be via video conference. **Proposers must provide a digital document of their presentation to [Roberta.Kline@dds.ca.gov](mailto:Roberta.Kline@dds.ca.gov) at least 48 hours prior to their presentation.** Their oral presentation should not exceed 60 minutes, followed by 15 minutes for follow-up questions and answers by the DDS evaluation committee. The presentation will be evaluated and scored as a whole according to the criteria indicated below, with the scores being added to the proposal scores. Presentations will be scheduled in accordance with the Key Action Dates.

Only those proposals determined to be responsive and responsible, and meeting the above minimum point threshold, will have their cost portions opened and scored, with the lowest cost receiving the maximum cost points (45), and each subsequent proposal receiving a proportional share based upon their relation to the lowest cost (e.g.: lowest cost is \$100 and receives the max (45) points; the next lowest cost is \$108. \$100 is divided by \$108, which is .93 [rounded to the nearest hundredth]. Multiply .93 by the max points (45) for a total of 41.9 cost points. All points will be rounded to the nearest tenth of a point.

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| Scoring Criteria  | Possible Points | Earned Points |
|---|-----------------|---------------|
| <b>1. Clarity and Organization of Proposal</b>  | <b>5</b>        |               |
| Proposal is clear, concise, and critical points are easy to understand  | 5               |               |
| <b>2. Technical Experience</b>  | <b>20</b>       |               |
| <ul style="list-style-type: none"> <li>• Proposer’s knowledge of and/or experience with California’s developmental disability system including regional centers, person-centered thinking, cultural and linguistic competency, and strategies that will improve outcomes for individuals with developmental disabilities.</li> <li>• Proposer’s qualifications and experience indicate expertise and capacity to effectively manage the administration, resources, relationships, and deliverables required to successfully meet the requirements of this RFP.</li> </ul>   | 5               |               |
| <ul style="list-style-type: none"> <li>• Evidence of work and/or educational experience on:               <ul style="list-style-type: none"> <li>○ Improving direct service professional knowledge about general health and safety issues, employing principles of self-determination to promote dignity of the recipient and the provider, and improving quality of services and quality of life, including advancing health equity for consumers or individuals with developmental disabilities.</li> <li>○ Developing, implementing, and evaluating research-based competency-based training curriculum designed to improve practice standards and advance the knowledge, skills, and values of DSPs</li> <li>○ Understanding the DSP workforce and issues impacting direct service professionals.</li> </ul> </li> </ul>                    | 15              |               |
| <b>3. Qualifications and Presentation</b>   | <b>80</b>       |               |
| <p>Summary of the proposal includes:</p> <ul style="list-style-type: none"> <li>• Proposer’s overall methodology for delivering the services required by this RFP.</li> <li>• Proposed curriculum for each of the three (3) training tiers in accordance with the sixteen (16) competency areas.</li> <li>• Overview of key personnel experience</li> <li>• A general plan for how to overcome barriers or obstacles to implementation</li> <li>• Outline of proposed deliverables</li> <li>• Strategy and delivery for curriculum customizations</li> <li>• Plan for delivery of accessible materials in plain language and easy-to-understand concepts</li> <li>• Plan for delivery of course content and materials that are translated into Spanish and languages other than English or medium as described in the scope of work.</li> </ul> | 20              |               |
| <p>Proposer’s knowledge and experience on:</p> <ul style="list-style-type: none"> <li>• Developing trainings in the following formats:               <ul style="list-style-type: none"> <li>○ Online Asynchronous</li> </ul> </li> <li>• Developing and providing training curriculum through a Learning Management System.</li> <li>• Developing standardized evaluation instruments to assess overall quality of the training and identify additional training needs.</li> </ul>  | 15              |               |

| Scoring Criteria  | Possible Points | Earned Points |
|---|-----------------|---------------|
| <ul style="list-style-type: none"> <li>Developing pre- and post-tests and participant survey that analyzes participant's knowledge of the subject.</li> </ul>   |                 |               |
| <p>Components of the presentation includes:</p> <ul style="list-style-type: none"> <li>Knowledge and experience developing, implementing, and evaluating competency-based training curriculum that is research-based and informed by best practices.</li> <li>Ability to develop/provide training curriculum in a three-tiered approach which can be customized in accordance with DDS' competency areas and meet learning objectives.</li> <li>Details methods for assessing competency using technology embedded in the online asynchronous training and evaluating effectiveness of instruction.</li> <li>Highlights experience working with large organizations and/or government to develop and implement competency-based training curriculum for a large volume of users across a large geographic area.</li> <li>Knowledge of skills, abilities, and workforce issues impacting DSPs.</li> <li>Willingness and ability to work with key personnel, subject matter experts, stakeholders and contractors identified by DDS.</li> </ul> | 45              |               |
| <b>Sub-Total (Sum of Tables 1, 2, and 3)</b>  | <b>105</b>      |               |

|   |           |  |
|---|-----------|--|
| <b>Costs/Budget (To be calculated by CPU)</b> | <b>45</b> |  |
|---|-----------|--|

|                    |            |  |
|--------------------|------------|--|
| <b>GRAND TOTAL</b> | <b>150</b> |  |
|--------------------|------------|--|

**f. Award and Protest**

- a) Notice of the proposed award shall be posted in the same manner as the solicitation, on Cal eProcure for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the Department of Developmental Services and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services, and the Department of Developmental Services a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Proposer must complete and submit to the awarding agency the Payee Data Record (STD 204 and STD 205), to determine if the Proposer is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [STD 204](#) and [STD 205](#). No payment shall be made unless a completed STD 204 and STD 205 (if applicable) has been returned to the awarding agency.
- e) Upon resolution of the protest and award of the agreement, Proposer must sign and submit to the awarding agency, *page one (1)* of the Proposer Certification Clauses ([CCC 04/2017](#)).

**g. Disposition of Proposals**

- a) 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, when no longer considered 'working documents' (a contract has been awarded, or the State opts not to award a contract to any of the proposers).
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

**h. Agreement Execution and Performance**

- a) Performance shall start not later than 10 calendar days, or on the express date set by the awarding agency and the Proposer, after all approvals have been obtained and the agreement is fully executed. Should the Proposer fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Proposer, reserves the right to terminate the agreement. In addition, the Proposer shall be liable to the State for the difference between Proposer's Proposal price and the actual cost of performing work by another Proposer.

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

## **6) PREFERENCE PROGRAMS**

### **a. Small Business Preference**

Certified small businesses or microbusinesses may claim a five percent (5%) preference when submitting their proposal. The five percent (5%) preference is used for computation purposes only, to determine the winning offer; it does not alter the total amount of the resulting contract. The value of the preference is limited to \$50,000 maximum, based upon the lowest responsive, responsible proposal. If a contract is awarded to a small business, microbusiness, or a non-small business utilizing the five percent preference; it is awarded for the actual amount of the proposal.

An explanation of the Small Business Preference program can be found at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

### **b. Target Area Contract Preference Act (TACPA)**

- i.) Preference will be granted to California based contractors in accordance with Government Code Section 4530 whenever an agreement for goods and/or services is in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code of Regulations (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured.
- ii.) Bidders desiring to claim the TACPA preference shall complete Attachment 12, STD Form 830 and Attachment 13, DGS PD 526 and submit with the Bid. Denial of TACPA preference requests is not a basis for rejection of the Bid.
- iii.) Agreements awarded with applied preference will be monitored throughout the life of the Agreement for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference

### **c. DVBE Requirements and Incentive**

#### **1. DVBE Requirements**

The Department of Developmental Services (DDS) is waiving the Disabled Veterans Business Enterprise (DVBE) participation requirements for these contracts. However, the DVBE Incentive is still in effect.

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. To be considered responsive, bidders must complete and return the Bidder Declaration (GSPD-05-105)

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf> (08/09) and the DVBE Declarations (STD 843) (5/2006)

[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf) as applicable. Failure to complete and submit all required forms with the bid, that fully document and meet the DVBE program requirement, may cause the bid to be rejected.

2. DVBE Incentive

This solicitation provides an incentive for DVBE participation. The following table will be used to establish DVBE incentive amounts.

| <b>Confirmed DVBE Participation of:</b> | <b>DVBE Incentive:</b> |
|---|------------------------|
| 5% or Over                              | 5% of cost             |
| 4% to 4.99% inclusive                   | 4% of cost             |
| 3% to 3.99% inclusive                   | 3% of cost             |
| 2% to 2.99% inclusive                   | 2% of cost             |
| 1% to 1.99% inclusive                   | 1% of cost             |
| Under 1%                                | None                   |

**d. SB 588**

Requires an awarding department to withhold \$10,000, or the full payment if it is less than \$10,000.00, from the final payment on a contract until certification is received by the awarding department regarding DVBE participation and payment.

Requires the awarding department to give a prime contractor that fails to meet those certification requirements fifteen (15) to thirty (30) calendar days to cure the defect. If not, the final payment is permanently deducted.

**7) REQUIRED ATTACHMENTS**

Refer to the following pages for additional Required Attachments that are a part of this agreement.

**ATTACHMENT 1 – ADDITIONAL REQUIRED ATTACHMENTS CHECKLIST**

A complete proposal package will consist of the items identified below, in addition to the proposed work plan/plan of action. Complete this checklist to confirm the items in your proposal. Place a check “√” or “X” next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments, including this checklist, must be included.

| <b><u>Attachment</u></b> | <b><u>Attachment Name/Description</u></b>  |
|--------------------------|--|
| ___ Attachment 1         | Additional Required Attachments Check List   |
| ___ Attachment 2         | Proposal/Proposer Certification Sheet  |
| ___ Attachment 3         | Cost Proposal Worksheet (Submitted in separate file)   |
| ___ Attachment 4         | Proposer References  |
| ___ Attachment 5         | Payee Data Record (STD 204 and STD 205)  |
| ___ Attachment 6         | Contractor’s Certification Clauses (CCC) 04/2017   |
| ___ Attachment 7         | CA Small Business Certification (if applicable)  |
| ___ Attachment 8         | TACPA Certification (STD 830) (if applicable)  |
| ___ Attachment 9         | Bidder’s Summary (DGS PD 526) (if applicable)  |
| ___ Attachment 10        | DVBE Certification (if applicable)   |
| ___ Attachment 11        | Darfur Certification (if applicable)   |
| ___ Attachment 12        | Insurance Certificate(s) (per Exhibit D, Section 10)**   |
| ___ Attachment 13        | Bidders Declaration (DGS PD 05-105)  |
| ___ Attachment 14        | CA Civil Rights Laws Certification Must be returned as part of the proposal. Electronic signatures are acceptable. |
| ___ Attachment 15        | Sexual Harassment Prevention Policy (for Proposer information and acknowledgement) **                              |
| ___ Attachment 16        | Policy Memorandum #423**   |
| ___ Attachment 17        | Business Associate Agreement (BAA)   |
| ___ Attachment 18        | Resumes  |

\*\*These documents are not required with the proposal but are required upon award of the contract.

**ATTACHMENT 2 – PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "Additional Required Attachments" as an entire package with digital signatures. The cost proposal must be transmitted in a separate sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements, and Information, nor the "Sample Agreement" at the end of this RFP.**

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

**Completion Instructions for Proposal/Proposer Certification Sheet**

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

| <b>Item Numbers</b>   | <b>Instructions</b>  |
|-----------------------|--|
| <b>1, 2, 2a, 3</b>    | Must be completed. These items are self-explanatory.   |
| <b>4</b>              | 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.   |
| <b>5</b>              | 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.      |
| <b>6</b>              | 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.  |
| <b>7</b>              | Enter your federal employee tax identification number.   |
| <b>8</b>              | 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.  |
| <b>9</b>              | 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.   |
| <b>10, 11, 12, 13</b> | Must be completed. These items are self-explanatory.   |
| <b>14</b>             | 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 Veterans Business Enterprise, place a check in the "Yes" box and enter your service code 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. |

**ATTACHMENT 3 – SAMPLE COST PROPOSAL WORKSHEET**

|                               |                   |              |                    |                   |
|-------------------------------|-------------------|--------------|--------------------|-------------------|
| <b>1. <u>DIRECT LABOR</u></b> |                   |              |                    |                   |
|                               |                   | <b>Hours</b> | <b>Hourly Rate</b> | <b>Total</b>      |
| Personnel                     | (Job Description) | _____ @      | \$ _____           | \$ _____          |
|                               | (Job Description) | _____ @      | \$ _____           | \$ _____          |
|                               | (Job Description) | _____ @      | \$ _____           | \$ _____          |
|                               | (Job Description) | _____ @      | \$ _____           | \$ _____          |
|                               | (Job Description) | _____ @      | \$ _____           | \$ _____          |
|                               |                   |              |                    | Subtotal \$ _____ |

|                                  |                   |              |                    |                   |
|----------------------------------|-------------------|--------------|--------------------|-------------------|
| <b>2. <u>SUB-PROPOSER(S)</u></b> |                   |              |                    |                   |
|                                  |                   | <b>Hours</b> | <b>Hourly Rate</b> | <b>Total</b>      |
| Sub-Proposer                     | (Job Description) | _____ @      | _____              | \$ _____          |
|                                  | (Job Description) | _____ @      | _____              | \$ _____          |
|                                  |                   |              |                    | Subtotal \$ _____ |

|   |  |  |  |                   |
|---|--|--|--|-------------------|
| <b>3. <u>ADMINISTRATIVE/<br/>BENEFITS AND<br/>INDIRECT/<br/>OVERHEAD COSTS*</u></b> |  |  |  | Subtotal \$ _____ |
|---|--|--|--|-------------------|

|   |  |  |  |                   |
|---|--|--|--|-------------------|
| <b>4. <u>ESTIMATED TRAVEL COSTS</u></b> |  |  |  | Subtotal \$ _____ |
|---|--|--|--|-------------------|

|   |  |  |  |          |
|---|--|--|--|----------|
| <b>5. <u>TOTAL COST (Tables 1, 2, 3, and 4)</u></b> |  |  |  | \$ _____ |
|---|--|--|--|----------|

Only Direct Labor and Sub-Proposer(s) costs to be evaluated. Travel costs, which shall be considered a reimbursable expense up to the amounts permitted by CalHR's current travel/lodging rates, will not be included in the proposal evaluation.

**ATTACHMENT 4 – PROPOSER REFERENCES**

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

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

**None of the three references may be current DDS employees.**

| <b>REFERENCE 1</b>                    |      |                          |          |
|---------------------------------------|------|--------------------------|----------|
| Name of Firm                          |      |                          |          |
| Street Address                        | City | State                    | Zip Code |
| Contact Person                        |      | Telephone Number         |          |
| Date Range of Service                 |      | Value or Cost of Service |          |
| Brief Description of Service Provided |      |                          |          |

| <b>REFERENCE 2</b>                    |      |                          |          |
|---------------------------------------|------|--------------------------|----------|
| Name of Firm                          |      |                          |          |
| Street Address                        | City | State                    | Zip Code |
| Contact Person                        |      | Telephone Number         |          |
| Date Range of Service                 |      | Value or Cost of Service |          |
| Brief Description of Service Provided |      |                          |          |

| <b>REFERENCE 3</b>                    |      |                          |          |
|---------------------------------------|------|--------------------------|----------|
| Name of Firm                          |      |                          |          |
| Street Address                        | City | State                    | Zip Code |
| Contact Person                        |      | Telephone Number         |          |
| Date Range of Service                 |      | Value or Cost of Service |          |
| Brief Description of Service Provided |      |                          |          |

**ATTACHMENT 5 – PAYEE DATA RECORD**

May be found at:

[STD 204 - Payee Data Record](#)

[STD 205 - Payee Data Record Supplement](#)

**ATTACHMENT 6 – CCC 04/2017**

All Entities must sign the first page of the Proposer's Certification Clause, CCC 04/2017:

[CCC 04/2017 – Contractor Certification Clauses](#)

**ATTACHMENT 7 – CALIFORNIA SMALL BUSINESS CERTIFICATION (IF APPLICABLE)**

[SB/DVBE Certification](#)

**ATTACHMENT 8 – TACPA CERTIFICATION (STD 830) (IF APPLICABLE)**

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

**ATTACHMENT 9 – BIDDER’S SUMMARY (DGS PD 526) (IF APPLICABLE)**

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

**ATTACHMENT 10 – DISABLED VETERANS BUSINESS ENTERPRISE CERTIFICATION**  
**(IF APPLICABLE)**

[SB/DVBE Certification](#)

**ATTACHMENT 11 – DARFUR CONTRACTING ACT CERTIFICATION**

If applicable, Proposers must complete the DARFUR Contracting Act Certification and include it with the bid response.

[DGS PD 1 – Darfur Contracting Act Certification](#)

**ATTACHMENT 12 – INSURANCE CERTIFICATES**

INSURANCE CERTIFICATE(S)

If the contract requires work of a professional nature, then Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the Agreement. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate.

Certificate of Insurance must be provided at the time of the award.

**ATTACHMENT 13 – BIDDER DECLARATION**

Bidder Declaration (DGS PD 05-105) may be found at:

[DGS PD 05-105 – Bidder Declaration](#)

**ATTACHMENT 14 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

All Proposers must complete the California Civil Rights Laws Certification and include it with the bid response.

[DGS OLS 04 – California Civil Rights Law Attachment](#)

**ATTACHMENT 15 – SEXUAL HARASSMENT PREVENTION POLICY**

See sample agreement.

**ATTACHMENT 16 – POLICY MEMORANDUM #423**

See sample agreement.

**ATTACHMENT 17 – BUSINESS ASSOCIATE AGREEMENT (BAA)**

See sample agreement.

**ATTACHMENT 18 – RESUMES**

The Proposer shall provide resumes for all key personnel who will work on the evaluation.

**Standard Agreement (STD 213)**

Exhibit A – Scope of Work

Exhibit B – Budget Detail

Exhibit B – Attachment 1, Proposed Budget

Exhibit C – General Terms and Conditions (GTC 04/2017)\*\*

Exhibit D – Special Terms and Conditions

Exhibit E – Consultation Services Provisions

Exhibit F – Sexual Harassment Prevention Policy Directive

Exhibit G – Business Associate Agreement

Attachment – Resumes

\*\*Incorporated by Reference Only

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                     |   |
|-------------------------------------|---|
| AGREEMENT NUMBER<br><b>HD239013</b> | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|

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

CONTRACTING AGENCY NAME  
Department of Developmental Services

CONTRACTOR NAME  
TBD

2. The term of this Agreement is:  
START DATE  
December 15, 2023, or whenever fully executed, whichever is later

THROUGH END DATE  
December 14, 2024

3. The maximum amount of this Agreement is:  
TBD

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

| Exhibits                        | Title  | Pages          |
|---------------------------------|--|----------------|
| Exhibit A                       | Scope of Work                                      | 6              |
| Exhibit A - Attachment 1        | Direct Service Professional (DSP) Competency Areas | 8              |
| Exhibit B                       | Budget Detail and Payment Provisions               | 2              |
| +<br>- Exhibit B - Attachment 1 | Proposed Budget                                    | TBD            |
| +<br>- Exhibit C *              | General Terms and Conditions                       | GCT<br>04/2017 |
| +<br>- Exhibit D                | Special Terms and Conditions                       | 11             |
| +<br>- Exhibit E                | Consultant Services Provisions                     | 3              |
| +<br>- Exhibit F                | Sexual Harassment Prevention Policy Directive      | 9              |
| +<br>- Exhibit G                | Business Associate Agreement                       | 15             |
| +<br>- Attachment               | Resumes  | TBD            |

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Contractor's Name

|   |                           |             |              |
|---|---------------------------|-------------|--------------|
| CONTRACTOR BUSINESS ADDRESS<br>Contractor's Address | CITY<br>Contractor's City | STATE<br>XX | ZIP<br>XXXXX |
|---|---------------------------|-------------|--------------|

|   |                                     |
|---|-------------------------------------|
| PRINTED NAME OF PERSON SIGNING<br>Authorized Signer | TITLE<br>Title of Authorized Signer |
|---|-------------------------------------|

|                                 |             |
|---------------------------------|-------------|
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
|---------------------------------|-------------|

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                              |   |
|------------------------------|---|
| AGREEMENT NUMBER<br>HD239013 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------|---|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTING AGENCY ADDRESS

1215 O Street, MS 10-10

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Greg Trahey

TITLE

Manager, Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A

### SCOPE OF WORK

#### 1) GENERAL INFORMATION

This agreement is for the Contractor to assist the California Department of Developmental Services (DDS) with developing self-paced training content/curriculum or customizing pre-developed training content/curriculum, which allows for asynchronous learning for the Direct Support Professional (DSP) University, as legislatively mandated and specified in Welfare and Institutions Code 4511.5(c).

Welfare & Institutions Code, section 4511.5 (b), requires DDS to develop, utilize existing, or a combination of the two, the DSP University program which enhances direct service professional training; promotes services that are person-centered and culturally and linguistically sensitive, and that improves outcomes for individuals with developmental disabilities.

The DSP University being established is a competency-based, three-tiered training and certification program tied to a wage differential that aims to enhance services provided by the DSPs and to foster a more sustainable DSP workforce.

The terms of this agreement shall be December 15, 2023 or whenever fully executed, whichever occurs later, through December 14, 2024, with two (2), one (1) year options to extend at the original rates submitted by Contractor. DDS reserves the right to access the training curriculum with contract amendments or future contract renewals with this Contractor.

#### 2) GENERAL SCOPE

##### a. General Provisions

Under the general direction of DDS, the following provisions shall apply to all project tasks:

- i. The Contractor shall assign a project manager for this contract who will be responsible for all project deliverables.
  - a. The Contractor shall provide DDS the project manager's resume, email address, office phone number, and cellular phone number.
  - b. The Contractor's project manager shall provide to DDS the names and contact information for all other staff who will be assigned to this contract, including the names and contact information for any subcontractors.

## EXHIBIT A

- c. The Contractor shall include subject matter experts in areas associated with the project to be part of their team.
  - d. The Contractor shall provide resumes for all key personnel or subject matter experts who will work on the development of materials and contents related to the DSP University, specifying their time on training development and its evaluation.
  - e. The Contractor shall provide the number of hours each team member is expected to work on this project.
  - f. The Contractor shall provide project and timeline updates at least once every month or as needed and requested by DDS.
  - g. The Contractor will describe the process they will use to obtain DDS agreement with any staff changes that occur between the submission of the proposal and actual project implementation and any staff changes during project implementation.
- ii. The Contractor shall provide all original materials and source materials utilized and developed for the duration of this project and as requested by DDS.
  - iii. The Contractor agrees to ensure that the work described in this contract is fulfilled in a manner that is acceptable to DDS. The contractor further agrees to conduct activities necessary with other entities designated by DDS to ensure that each course is available and accessible to DSPs participating in the DSP University program including, but not limited to:
    - a. Working collaboratively in the development, implementation, and administration of this contract with other entities including, but not limited to, DDS and other DDS contractors; and,
    - b. Contractor's staff assigned to the project agree to attend meetings with DDS and communicate by phone, email, or web meetings as necessary to discuss the progress and collaborate on the refinement of the work performed pursuant to this agreement.

## EXHIBIT A

### b. Project Deliverables

The Contractor will:

- i. Develop and/or select training curriculum for the Direct Support Professional (DSP) University program which is online and self-paced.

The training curriculum shall:

- a. Be based in concepts of person-centered thinking and cultural and linguistic sensitivity that prepares DSPs with skills that are applicable and enhance the quality of services provided to individuals with intellectual/developmental disabilities
- b. State clear learning objectives which align with DDS' sixteen (16) competency areas (see Sample Contract Exhibit A, Attachment 1) and shall be relevant to DSPs who provide services across a variety of service settings
- c. Be developed with three (3) training tiers which build DSPs knowledge and skill as they advance to higher level tiers
- d. Employ methods that teach participants the information and skills to be used in the field when DSPs are providing care
- e. Assess pre/post training participants skills via competency-based technology embedded in the training curriculum
- f. Include Continuing Education and outcome measures
- g. Be available in a web-based, online format available to DSPs across the State of California
- h. Be able to be accessed by DSPs using an online Learning Management System (LMS) designated by the Department of Developmental Services (DDS)
- i. Provide closed captioning in English and Spanish and American Sign Language (ASL) on-screen interpretation for all applicable training curriculum and materials including when videos are produced with animation, graphics, and/or music
- j. Meet accessibility requirements specified under the following:
  - i. California Government Code, Section 11135
  - ii. Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794d)
  - iii. Web content accessibility guidelines 2.0 or newer version published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria
- k. Be accessible to individuals with a reading level of 6<sup>th</sup> grade and above
- l. Contain customizable, blended learning and training, and customizable learning modules to meet local needs; and,

## EXHIBIT A

- m. Be adaptable to include synchronous, asynchronous, online instructor-led, in-person and/or blended learning components in the future.
- ii. Conduct stakeholder engagement to finalize DDS' sixteen (16) competency areas and identify courses and competency areas that will build on one another through the three tiers with input from DDS, regional centers, and stakeholders, to include but not be limited to, self-advocates, families, service providers, and direct support professionals pursuant to Welfare and Institutions Code, Section 4699.5.
- iii. Develop training materials and resources relevant to the training curriculum which further the understanding of DSPs.
  - a. Course materials which shall be translated into Spanish with the ability for translation into additional languages such as Vietnamese, Chinese, Tagalog, and Korean upon DDS request. Training curriculum and materials that are translated into other languages must be reviewed and approved by DDS personnel or a vendor approved by DDS
- iv. Ensure the training curriculum can be accessed using standard broadband access and equipment including a single screen (e.g., multimedia tablet, laptop, desktop computer, and smartphone).
- v. Ensure quality standards are met throughout training courses in content and learning objectives to ensure that DSPs have learned basic concepts via the competency-based technology embedded in the training curriculum.
  - a. Pre- and Post-Tests shall be developed for all training courses and completed by the participants at the beginning and end of each training.
  - b. The tests shall assess the participants knowledge of the competency area(s) and learning objectives.
- vi. Ensure easy access to completion notices, training certificates, and pre/post test results.
- vii. Develop both quantitative and qualitative measures that DDS will use to assess the outcomes and impact of DSP University trainings completed by DSPs.
  - a. Contractor shall develop a standardized evaluation instrument to be completed by participants upon completion of each training
    - i. The instrument shall evaluate overall quality of the training provided, including level of difficulty, relevance to job specific duties and requirements, course content satisfaction, areas of improvement, and suggestions for additional training topics.

## EXHIBIT A

- ii. The training evaluations shall be recorded, analyzed, summarized, and submitted to DDS by the Contractor on a quarterly basis.
  - b. Contractor shall perform data collection and monitoring as specified and requested by DDS.
  - c. Contractor shall provide a report on a quarterly basis which summarizes test results for each course on all three tiers, for each DSP; analyzes data from tests administered during the previous quarterly reports; and includes written recommendations and justification for curriculum modification.
  - d. Contractor shall submit reports to DDS on a quarterly basis, or as otherwise specified by DDS or in other sections within this RFP.
  - e. Contractor shall conduct an annual training needs assessment each fiscal year.
- viii. Suggest modifications to training curriculum delivery to improve its utility and efficacy and be willing to modify any aspect of the curriculum or course based on the needs of DSPs and feedback by DDS.
- ix. Every six months, based on outcomes and evaluations of trainings, provide DDS with recommended actionable steps which can be implemented to further improve training curriculum, training delivery, and competency assessment of DSPs.
- x. Arrange and meet with DDS on a regular basis and as necessary and participate in meetings initiated by DDS.
- xi. The contractor agrees to DDS' use of, and access to, the training curriculum through the term of this contract. DDS reserves the right to access the training content with contract amendments or future contract renewals with this contractor.

### 3) **PROJECT ADMINISTRATION**

The Contractor shall perform the activities in the following areas:

- i. Within 45 days of awarding the contract, the awardee shall submit a proposed final draft workplan identifying detailed tasks and timelines to implement the project deliverables and include any data or other resources that are needed from DDS.
- ii. The workplan shall include, but not be limited to, objectives, activities, responsible parties, stakeholder engagement, expected expenditures, outcomes/deliverables, and a timeline.
- iii. Modify the workplan based on input from DDS and finalize the workplan for approval by DDS within 14 days from receiving the input.
- iv. Meet monthly, or as determined by DDS, with DDS staff to discuss progress and issues pertaining to implementation of the contract.

**EXHIBIT A**

- v. Submit a monthly activity and budgetary progress report to DDS summarizing contract activities and expenditures during the prior month, as well as objectives (and associated activities) for the planned future months.
- vi. The Contractor shall begin implementation of this contract within 30 days from the date of its execution.
- vii. Project Representatives:

|                                      |            |
|--------------------------------------|------------|
| Department of Developmental Services | Contractor |
| Name:                                | Name:      |
| Title:                               | Title:     |
| Address:                             | Address:   |
|                                      |            |
| Phone:                               | Phone:     |
| Email:                               | Email:     |

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 amendment to this Contract.

**4) AMENDMENTS**

- A. The term of this agreement will be for a period of one year with the options to amend to two additional one-year terms and to add funds as deemed necessary by DDS. Any amendment shall be in writing, signed by both parties, and be approved by the Department of General Services (DGS) if such approval is required.
- B. This contract may be amended by written mutual agreement to address budgetary changes caused by rate changes and/or budget appropriation. Additionally, DDS reserves the right to modify the State's Scope of Work, as mutually agreed to by the Contractor, to include additional work related to the Scope of Work in the event such work is identified, considered necessary to fulfill program requirements, and funds become available. Cumulative budgetary changes via amendment, not including option years, shall not exceed 20% of the original contact value.
- C. Any changes to the Scope and/or funding must be done in writing as a formal contract amendment.

## EXHIBIT A – Attachment 1

# Direct Service Professional (DSP) Competency Areas

## Area 1: Professional Behavior and Ethics

The DSP works in a professional and ethical manner, maintaining confidentiality, and respecting individual and family rights.

### *Skill Statements*

- Follows relevant laws, regulations and is guided by ethical standards when doing work tasks.
- Supports individual in a collaborative manner and maintains professional boundaries.
- Shows professionalism by being on time, dressing appropriately for the job, and being responsible in all work tasks.

## Area 2: Understanding Developmental Disabilities

The DSP is familiar with the federal, state and Lanterman definitions of individual with intellectual/developmental disabilities. The DSP is therefore able to understand a wide range of needs and the unique needs of each individual.

### *Skill Statements*

- Understands the federal and state definition of intellectual/developmental disabilities and can describe conditions that are included in the definition.
- Understands the many types of diagnoses and conditions that demonstrate a developmental disability.
- Can describe the difference between supporting someone in a particular life area based on their needs and helping someone expand their skills in areas they want to learn.

## Area 3: Understanding Dual Diagnosis: Developmental Disabilities and co-occurring disorders

### *Skill Statements*

To Be Determined

## EXHIBIT A – Attachment 1

### Area 4: Individual Rights and Choice

The DSP provides advocacy and empowers and assists individuals to advocate for what they need. The DSP uses person-centered thinking and has a basic understanding of person-centered practices to support individuals with I/DD to make choices that support engaged and informed decision-making. The DSP engages with individuals in way that supports understanding and growth in their advocacy, empowerment, basic rights and how to participate as an advocate.

#### *Skill Statements*

- Helps the individual set goals, make informed choices, and follow-through on responsibilities.
- Supports the individual to self-advocate by encouraging the individual to speak for their self.
- Supports the individual to get needed services, supports, and resources.
- Assists the individual in getting past barriers to get needed services.
- Tells the individual and his or her family their rights and how they are protected.
- Supports the individual in understanding and navigating the denial of rights process specific to their regional center.
- Connects the individual to available resources to learn about choices people can make and broadens awareness of their options.
- Assists the individual in learning about and accessing different advocacy groups (People First, SCDD Regional Offices, Client's Rights Advocate).

### Area 5: Person-Centered Supports and Practices

The DSP uses person-centered practices, assisting individuals to make choices and plan goals, and providers services to help individuals achieve their goals. Through the use of person-centered practices, the DSP will be fully engaged in supporting the implement of the individual's person-centered plan and individual program plan goals through the individual's vision for their own life, goals, culture, and choices. The DSP will understand individuals to make choices through the individual's range of communication and culture, supporting cultural practices important to the individual (religion, foods, holidays).

#### *Skill Statements*

- Helps design services or support plans based on the choices and goals of the individual supported and involves the individual in the process.

### EXHIBIT A – Attachment 1

- Builds collaborative, professional relationships with the individual and others on the support team.
- Provides supports and services that help the individual achieve his or her goals.
- Participates as an active member of service or support team.
- Works in partnership with the individual to track progress toward goals and adjust services as needed and desired by individual.
- Gathers and reviews information about an individual to provide quality services.
- Completes and submits documentation of services on time.
- Supports communication access to assure the person-centered plan is implemented.
- Gathers, reviews, and communicates to the team specific information about an individual with their agreement, to provide quality services.

## Area 6: Communication

The DSP builds trust and productive relationships with people s/he supports, co-workers, and other through respectful and clear verbal and written communication. The DSP builds trust and productive relationships with the people they support by listening and speaking in an unbiased and respectful way. The DSP also uses different communication modalities to understand what they are hearing and communicate that with the rest of the team.

### *Skill Statements*

- Uses positive and respectful verbal, non-verbal and written communication a way that can be understood by the individual, and actively listens and responds to him or her in a respectful, caring manner.
- Explains services and service terms to the individual being supported and his or her family members.
- Communicates with the individual and his or her family in a respectful and culturally appropriate way.
- Uses written, verbal, and observation communication in a way the individual best understands.
- Uses different communication modalities with individuals that may have limited communication.

## Area 7: Assessment (Evaluation and Observation) and Documentation

The DSP closely monitors an individual's physical and emotional health, gathers information about the individual, and communicates observations to guide services. The DSP understands the individual's physical and emotional health and notes any changes.

## EXHIBIT A – Attachment 1

### *Skill Statements*

- Helps with the assessment process by gathering information from many sources.
- Uses the results of assessments to discuss options with the individual and with team members to guide support work.
- Collects data about individual goals and satisfaction with services.
- Observes the health and behavior of the individual within his or her cultural context.

## Area 8: Safety, Health, and Wellness

The DSP is attentive to signs of abuse, neglect, or exploitation and follows procedures to protect an individual from such harm. S/he helps people to avoid unsafe situations and uses appropriate procedures to assure safety during emergency situations.

The DSP plays a vital role in helping individuals to achieve and maintain good physical and emotional health essential to their well-being and communicates the individual's needs with medical personal using basic medical terminology.

### *Skill Statements*

- Demonstrates the ability to identify, prevent, and report situations of abuse, exploitation, and neglect according to laws and agency rules.
- Recognizes signs of abuse and neglect, including the inappropriate use of restraints, and works to prevent them.
- Maintains the safety of an individual in the case of an emergency.
- Helps individuals to be safe and learn to be safe in the community.
- Uses universal precautions and gives first aid as needed in an emergency.
- Supports the spiritual, emotional, and social wellbeing of the individual.
- Gives medications or assists the individual to take medication while following all laws and safety rules.
- Assists the individual to learn disease prevention and maintain good health.
- Assists the individual to use infection control procedures and prevent illness.
- Helps the individual make and keep regular health and dental care appointments.
- Helps the individual follow health care plans and use medical equipment as needed.
- Helps the individual to learn the signs of common health problems and take actions to improve health.
- Demonstrates an understanding of basic medical terminology for effective communication with medical personnel.
- Demonstrates how to balance safety and health requirements with individual choice and preferences.
- Uses universal precautions and infection control to keep the individual safe.
- Supports the spiritual, emotional, social well-being, and mental health of the individual.

## EXHIBIT A – Attachment 1

### Area 9: Community Living Skills and Support

The DSP helps individuals to manage the personal, financial, and household tasks that are necessary on a day-to-day basis to pursue an independent, community-based lifestyle. The DSP supports the individual navigate generic resources, technology supports and identify natural supports to enhance abilities and learning skills so the person served can move towards a more independent, community-based, and chosen way of life.

#### *Skill Statements*

- Assists the individual meet his or her physical and personal care needs (i.e. toileting, bathing, grooming) and provides training in these areas when needed.
- Teaches and assists the individual with household tasks such as laundry and cleaning.
- Assists the individual to learn about meal planning and shopping, and safe food preparation.
- Provides person centered support and helps the individual to build on his or her strengths in life activities
- Understands person-centered planning and person-centered supports, building on the individual's strengths and preferences.
- Identifies the lifestyle preferences expressed by the person served.
- Assists a person to learn about their own personal preferences, identifies the lifestyle preferences expressed by the person serviced and supports them in navigating ways to achieve that within and beyond the IPP.
- Supports the person in accessing the community with generic and natural resources (getting to the store, the gym, church, etc.)

### Area 10: Community Inclusion

Community Inclusion and Networking: The DSP helps individuals to be a part of the community through valued roles and relationships and assists individuals with major transitions that occur in community life. The DSP helps individuals fully participate in community life through valued roles and relationships, assists individuals to use local community resources/supports and generic services.

#### *Skill Statements*

- Encourages and assists individuals in connecting with others and developing social and valued social and/or work roles based on his or her choices.
- Supports the individual to connect with friends and to live and be included in the community of his or her choice.

### EXHIBIT A – Attachment 1

- Helps the individual transition between services and adapt to life changes, including moving into home and community-based settings.
- Respects the role of family members in planning and providing services.
- Assists in the individual through the discovery process to identify what they like and their interests.
- Facilitates conversation around choice, decision-making and self-determination and offers options that explore new opportunities.
- Navigates local community resources and generic services while supporting flexible and tailored supports around the activity desired by the individual (time, location).

## Area 11: Building and Maintaining Relationships

The DSP supports the participant in the development of friendships and other relationships. The DSP uses good communication skills, patience, empathy, understanding and has self-care to support the individual in the development of relationships within the context of community that values relationships, incorporates valued roles and are reciprocal.

### *Skill Statements*

- Actively listens to and take actions related to expressed concerns and passes information along to appropriate personnel members
- Be able to empathize and effectively communicate with family and friends of the individual
- Demonstrates tolerance and acceptance with others
- Be able to assists the individual as needed in planning for community activities and events
- Sets boundaries, regular check-ins, and maintains healthy relationships
- Helps individuals be a part of the community through valued roles and relationships and assists individuals with major transitions that occur in community life.

## Area 12: Vocational, Educational, and Career Support

The DSP should be knowledgeable about the career and education related concerns of the participant and should be able to mobilize the resources and support necessary to assist the participant to reach his or her goals. The DSP utilizes basic best practice tools to assist an individual in the exploration of career and education goals and accesses resources and supports available to assist them in reaching their goals.

### *Skill Statements*

- Implements plans, as directed, to support career and employment interests and goals of the individual.
- Describes and discusses the educational supports needed by the individual.

### EXHIBIT A – Attachment 1

- Follows the Individual Support Plan for job skills development.
- Describes workplace expectations for productivity and conduct to the individual.
- Knows and can communicate best practices for career education and employment.
- Supports the individual in basic job skill development.

## Area 13: Cultural and Linguistic Competency and Diversity

The DSP respects cultural differences and provides services and supports that fit with an individual's preferences.

### *Skill Statements*

- Provides or accesses services that fit with the individuals' culture or preferences.
- Seeks to learn about different cultures to provide better support and services.
- Recognizes own biases and doesn't let them interfere in work relationships.
- Respects the cultural needs and preferences of each individual.
- Assists the individual to find social, learning, and recreational opportunities valued in his or her culture.

## Area 14: Trauma-Informed Care

### *Skill Statements*

To Be Determined

## Area 15: Positive Behavior Supports and Crisis Prevention

The DSP identifies risk and behaviors that can lead to a crisis and uses effective strategies to prevent or intervene in the crisis in collaboration with others. The DSP understands how to implement positive behavior supports and crisis prevention techniques and effectively identifies ABCs of behavior, replacement behaviors and can communicate challenging behaviors, how to support the behavior and supports behavior intervention plans.

### *Skill Statements*

- Recognizes risk and works to prevent an individual's crisis in a way that meets the individual's need.
- Uses positive behavior supports to prevent crisis and promote health and safety.
- Uses appropriate and approved intervention approaches to resolve a crisis.
- Seeks help from other staff or services when needed during a crisis.

### **EXHIBIT A – Attachment 1**

- Monitors situations and communicates with the individual and his or her family and support team to reduce risk.
- Reports incidents according to rules.
- Sees own potential role within a conflict or crisis and changes behavior to minimize conflict.
- Identifies a crisis, knows when and how to intervene, implements de-escalation techniques.
- Understands the process for incident reporting and which agencies to report to.
- Applies prevention techniques to prevent behaviors, incidents and crisis from reoccurring.

### **Area 16: Professional Education and Self-Development**

The DSP obtains and maintains necessary certifications and seeks opportunities to improve their skills and work practices through further education and training. The DSP obtains required trainings and maintains continuing educational unit requirements through which is able to understand Title 22 and Title 17 regulations, W&I Code and the Lanterman Act.

#### *Skill Statements*

- Completes training and continues to develop skills and seek certification.
- Seeks feedback from many sources and uses to improve work performance and skills.
- Learns and stays current with technology used for documentation, communication and other work activities.

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment Provisions**

- a. Upon DDS approval of monthly progress report and submission of an invoice, stating the services provided, the time period covered, or task completed with associated staff hours and rates, and the Agreement number, Contractor shall be paid in arrears monthly at the rates specified herein or attached hereto, for services performed in a manner acceptable to the State. Payments shall be made after receipt of notification from the Project Representative that acceptable work has been performed by Contractor for a given month. Invoices shall be sent electronically to the Project Representative. Send invoices to:

[workforce@dds.ca.gov](mailto:workforce@dds.ca.gov)

- b. Ten (10) percent of the total dollar amount of each invoice will be withheld. Upon completion and acceptance of outcomes, deliverables, and/or summary reports, the ten (10) percent will be released and all remaining balance due shall be paid to the Contractor on the following month's invoice.
- c. Payments to Contractor, as specified herein, shall include all taxes, federal, state, and local, payable by Contractor by reason of this Agreement.

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an amendment to Contractor to reflect the reduced amount.

**3. Contract Budget Changes**

If this Agreement contains a budget, all proposed transfers between individual line items and additions or deletions of line items shall be requested in writing to the appropriate Project Representative. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed, and a revised budget. The State reserves the right to deny any request for line-item transfers, additions, or deletions. Any line-item budget shift requests made by the contractor exceeding 10% (and/or \$10,000.00) of the contract will require the State to request a formal amendment to the contract.

**4. Accounting Procedures**

Contractor shall establish and maintain fiscal control and accounting procedures as may be necessary to assure proper disbursement of, and accounting for, all funds received under this Agreement.

EXHIBIT B

5. **Prompt Payment Act**

All payments shall be made in accordance with the California Prompt Payment Act. (Government Code Section 927 et seq.)

**EXHIBIT B ATTACHMENT 1**

PROPOSED BUDGET

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## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Termination for Convenience**

The State may terminate performance of work under this Agreement for any reason the State determines that such termination is in the best interests of the State. A written notice will be provided to Contractor at least thirty (30) days prior to the termination.

#### **2. 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 thirty (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 thirty (30) days from the date of notice.

#### **3. 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.

#### **4. 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.

#### **5. Agreement Titles Statement**

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

#### **6. Limitation of State Liability**

The liability of the State under this Agreement shall not exceed the amount of funds appropriated for this Agreement by the California Legislature.

#### **7. Licenses**

Contractor shall be responsible for obtaining and maintaining all applicable federal, state and local licenses, registrations, permits, and certifications during the entire term of this Agreement.

## EXHIBIT D

### 8. Travel and Per Diem

If travel is a reimbursable item, necessary travel expenses and per diem rates must not exceed the rates specified by the Department of Personnel Administration 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.

### 9. Additional Non-Discrimination Clause (Supplements Article 10, Exhibit C, General Terms and Conditions)

In accordance with and in addition to Article 10 of the Standard Terms and Conditions, Exhibit C, the Department 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.

### 10. Insurance

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 thirty (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 (1) 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.

If the contract requires work of a professional nature, then Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the Agreement. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate.

Contractor shall furnish to the State Certificates of Insurance stating that each type and amount of insurance, as set forth above, is presently in effect for Contractor. The Certificate of Insurance must provide that the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Agreement.

### 11. Subcontracting

Contractor shall not enter into subcontracts for the performance of work under this Agreement, without the prior written approval of the State.

## EXHIBIT D

### **12. Performance and Evaluation Provisions Approval of Performance**

- a. Performance of this Agreement by Contractor shall be approved by the Contract Manager. Monthly payment for performance is conditioned upon the Contract Manager's determination of whether Contractor has provided satisfactory services in accordance with the terms and conditions of the Agreement.
- b. When services by Contractor are not satisfactorily provided in accordance with the terms and conditions of the Agreement, the Contract Manager, may withhold monthly payments until the matter is resolved to the satisfaction of the State.

### **13. Resolution of Agreement Disputes**

- a. Should any questions or conflicts arise regarding the interpretation or performance of the Agreement, an attempt shall be made by the Contractor and the Contract Manager, responsible for the Agreement, to discuss and resolve the matter.
- b. If resolution is not reached, the Contractor shall notify the Deputy Director of Administration (DDA) or the Administrative Services Director (ASD), whichever is appropriate, in writing of the dispute within fifteen (15) days of the discussion between the Contractor and the Contract Manager.
- c. Any dispute concerning interpretation or performance of this Agreement shall be decided by the Officer who shall state the factual basis for his/her decision in writing and shall serve a copy of the decision on the Contractor. The DDA/ASD decision shall be rendered within thirty (30) days of receipt of a dispute submitted by the Contractor.
- d. In the event the State terminates this Agreement the State may procure, upon such terms and such manner as the Contract Manager may deem appropriate, supplies or services similar to those terminated, 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.

### **14. Notice of Termination of Agreement**

- a. If the State terminates this Agreement for any reason, it may fix a date for the cessation of Contractor's performance under the terms of this Agreement. The State shall notify Contractor in writing of its decision to terminate the Agreement. The termination notice shall contain the date upon which the Contractor shall cease performance under the terms of this Agreement. During the period between the Notice of Termination and the date fixed for cessation of performance, Contractor agrees to continue to satisfactorily perform all of the terms and provisions of this Agreement. In addition, Contractor agrees to cooperate with the State and any successor Contractor during this "transition" period.
- b. The State may extend the date specified in any notice of termination or any subsequent extension thereof to any date in the future and Contractor agrees to continue to satisfactorily perform the terms and conditions of this Agreement until the new date. Contractor shall be paid at the same rate provided in the Agreement for the extension period for all services which are satisfactorily performed.

## EXHIBIT D

### **15. Procedures for Termination of Agreement**

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.

### **16. 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.

### **17. Contractor Resource Levels, Reporting Requirements, Standards**

- a. Contractor shall meet all the contractual requirements listed herein. Contractor shall provide all labor, materials, supplies, and equipment necessary to perform fully, all responsibilities required by this Agreement in accordance with the Contract Manager's directions.
- b. Contractor shall provide the Contract Manager, upon request, coinciding with the submittal of an invoice for services, a written report showing:
  1. All assigned work areas
  2. Individuals working within each area
  3. The number of hours worked by each individual on a daily basis throughout the month
  4. Listing of all terminations and new hires during the month, including any information on individuals with developmental disabilities interviewed and/or hired
  5. Any other information requested, as necessary, by the Contract Manager in order to assess Contractor's performance
- c. Contractor further agrees that its performance of work, services, materials, equipment, and supplies under this Agreement shall conform to the professional standards generally accepted in the relevant industry.

### **18. Cooperation with the State, Other Contractors**

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

## EXHIBIT D

### **19. Loss Liability**

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

### **20. Protection of State Property**

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

### **21. Contractor Responsibilities for Employees**

- a. Except for approved subcontractors, all personnel shall be direct employees of Contractor. Contractor shall pay all salaries, taxes, and fringe benefits of its personnel, including, but not limited to, Workers' Compensation and Unemployment Insurance, as well as costs incurred for physical examinations and fingerprinting required by the terms of this Agreement. 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.
- b. Should the State or Contractor discover that any employee of Contractor does not meet the standards as set forth above, Contractor agrees at its own expense to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any developmental center.
- c. Should any Contractor employee engage in any act detrimental to the Department's mission of providing care and protection to its residents, any act of injury or abuse to persons or property, or any act of theft or drug abuse, Contractor agrees that it shall be liable for the acts or omissions of its employees or their agents. Contractor agrees to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any developmental center.

## EXHIBIT D

### **22. Management Responsibilities**

- a. During the course of this Agreement, the Department reserves the right to approve, in advance, in writing any changes to be made by Contractor as to the individuals identified as managers and supervisors. The Department's review and approval will be made by the Contract Manager to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications in scope, breadth, and depth to those originally accepted as part of Contractor's bid proposal.
- b. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships with staff and clients in the performance of their duties. Departmental approval shall not be unreasonably withheld.
- c. At the onset of the Agreement, Contractor will provide to the Contract Manager an assignment roster of each employee by location. In addition, no changes to the roster/assignments will be made until approved by the Contract Manager.
- d. Contractor shall make every effort to assure continuity of on-site management staff.

### **23. Health and Safety Responsibilities**

- a. Contractor is responsible for the health and safety protection of its employees in the performance of this Agreement.
- b. 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.
- c. In order to protect the health of the developmental center residents, Contractor shall require and be responsible for assuring that all personnel employed to work in the developmental centers 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.
- d. Employees with signs or symptoms of, or known, infectious disease shall not be permitted to work until a physician's clearance is obtained.
- e. 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.
- f. Contractor shall be responsible for all costs incurred for health examinations, blood tests, and x-rays for Contractor's employees.
- g. Contractor's employees shall participate in emergency disaster exercises.

## EXHIBIT D

### **24. Ownership of Products**

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.

### **25. 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.

### **26. 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](http://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.

### **27. 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 contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military and Veterans Code [M&VC] Section 999.5 (d))

### **28. Substitution of Disabled Veteran Business Enterprise (DVBE) Subcontractors**

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

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

## EXHIBIT D

### **29. SB 588**

Requires an awarding department to withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on a contract until certification is received by the awarding department regarding DVBE participation and payment.

Requires the awarding department to give a prime contractor that fails to meet those certification requirements fifteen (15) to thirty (30) calendar days to cure the defect. If not, the final payment is permanently deducted.

### **30. Client Confidentiality**

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

### **31. 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.

### **32. Safety and Security**

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

### **33. Contractor and/or Employees' Background Clearance**

The services provided under this Agreement are determined by the Executive Director of this facility to be subject to our Department's Policy Memorandum #423, entitled, "Employment Practices within State Developmental Centers," which is incorporated by reference as a part of this Agreement, and a copy provided to Contractor. In the event of any changes to Policy Memorandum #423 during the term of this Agreement, the Contractor shall be provided an updated copy. Contractor expressly agrees to adhere to all of the terms and conditions of said policy as it may be amended from time to time, prior to employing individuals who will provide services under this Agreement. Contractor shall bear all costs associated with obtaining clearance for each said employee in order to comply with this policy. The clearance will consist of, but not be limited to the Department of Developmental Services contacting the appropriate local, state, and federal arresting agencies and courts to obtain disposition documents as deemed necessary by the Department of Developmental Services.

### **34. 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.

## EXHIBIT D

### **35. 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 contract, or which become available to Contractor in carrying out this contract, 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.

### **36. Executive Order N-6-22 – Russian 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. 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.

## EXHIBIT E

### **CONSULTANT SERVICES PROVISIONS**

#### **1. Resumes**

If this Agreement is for \$5,000 or more, a resume for each participant who will exercise a major role in the project is attached hereto and made a part of this Agreement. Prior approval by the DDS Project Representative is required before any changes in personnel can be made to this project (SCM, Section 3.02.1, A.1.).

#### **2. Financial Disclosure**

Contractor understands that a financial disclosure statement may be required to be filed depending on the nature of the Agreement. Title 2, California Code of Regulations, Section 18701(C) (2), defines the term "consultant," and the type of consultant services which make a state consultant either subject to, or exempt from, the financial disclosure requirements of the Political Reform Act of 1974, Government Code, Section 87100, et seq. If a financial disclosure statement is required, as determined by the State, you will be obligated to file a statement of economic interest as described in the California Code of Regulations, Section 50300.

#### **3. Contracting Restrictions**

Contractor is advised that being awarded this Agreement makes you ineligible to bid for or be awarded an Agreement for services or goods, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. Any subcontractor of no more than 10 percent of the total monetary value of this Agreement is exempt from this requirement (Public Contract Code, Section 10365.5).

#### **4. Progress Reports**

If Contractor is receiving progress payments for the services provided under this Agreement, a monthly progress report shall be required to be submitted in writing to the DDS Project Representative each month on or before the tenth of the month following the first month of this Agreement. Said progress reports shall include, but are not limited to, a statement that Contractor is or is not on schedule, any pertinent reports or interim findings, and identify any difficulties or special problems so that remedies can be developed as soon as possible (SCM 3.02.1, B.2.).

#### **5. Resolution of Disputes**

Any question or conflict regarding the interpretation or performance of the Agreement that is not disposed of by agreement between the parties shall be submitted to and decided by the Deputy Director of Administration (DDA) or the Administrative Services Director (ASD), whichever is appropriate. After receiving any oral or documentary evidence concerning the dispute, the DDA/ASD shall issue a written decision, which shall be binding on the parties to the Agreement.

#### **6. Product Requirements**

If this Agreement exceeds \$5,000, any document or written report prepared as the subject or product of this Agreement shall be required to contain in a separate section the Agreement number and dollar amount of the Agreement and any subcontracts relating to the preparation of such document (Government Code, Section 7550).

## EXHIBIT E

### 7. Product Ownership

Contractor understands and agrees that all products, including but not limited to, data collected and analyzed, and written reports produced under this Agreement are the property of the State. 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.

### 8. Final Meeting

If requested, Contractor shall hold a final meeting with the DDS Project Representative to present the findings, conclusions, and recommendations of Contractor. In addition, Contractor shall submit a written comprehensive final report if requested by the DDS Project Representative. Both the final meeting and the final report, if required, must be completed on or before the termination date (SCM 3.02.1, B.5. and 6.).

### 9. Contractor Evaluation

Contractor is advised that performance under this Agreement is required to be evaluated within sixty (60) days of completion of the services if the Agreement is for \$5,000 or more (Public Contract Code, Section 10369).

EXHIBIT F

DEPARTMENT OF DEVELOPMENTAL SERVICES  
Administrative Manual

AD 13100

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**Title:** SEXUAL HARASSMENT PREVENTION POLICY

**Effective:** October 12, 2021

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

DocuSigned by:

*Nancy Bargmann*

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\_\_\_\_\_  
**NANCY BARGMANN, Director**  
Department of Developmental Services

October 12, 2021

\_\_\_\_\_  
**Date**

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**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.

## EXHIBIT F

### 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 Department of Fair Employment and Housing (DFEH), 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.

## EXHIBIT F

### 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 in 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.

## EXHIBIT F

- 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

## EXHIBIT F

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.

## EXHIBIT F

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

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

## EXHIBIT F

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. 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. Anonymous complaints shall also be investigated. The method and level of the investigation 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, and furnishing documents and other evidence requested by the investigator. 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.

**EXHIBIT F**

**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 file a complaint directly with the following entities at any time:

*California Department of Fair Employment and Housing*  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
(800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711  
[contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)  
<https://www.dfeh.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.

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Questions regarding this policy should be directed to:

Office of Human Rights and Advocacy Services  
(916) 654-1888  
[ohras@dds.ca.gov](mailto:ohras@dds.ca.gov)

**Exhibit G**  
**Business Associate Agreement**

This Confidentiality and Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) ("this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal, confidential, and sensitive information ("PCSI") (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Developmental Services ("DDS"), pursuant to Contractor's agreement with DDS. DDS and Contractor desire to protect the privacy and provide for the security of DDS's PCSI pursuant to this Exhibit and in compliance with state and federal laws applicable to DDS.

- I. Order of Precedence: With respect to information privacy and security requirements for DDS's PCSI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DDS, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DDS's PCSI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DDS, pursuant to Contractor's agreement with DDS. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DDS including this Exhibit, the following definitions shall apply:
  - A. Breach:

"Breach" means, including but not limited to:

    1. the unauthorized acquisition, access, use, or disclosure of DDS's PCSI in a manner which compromises the security, confidentiality, or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
    2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DDS.
  - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

- D. PCSI: “PCSI” means “personal information,” “confidential information,” and “sensitive information” (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (including but not limited to paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access, disclosure, modification, or destruction of DDS PCSI, in violation of any applicable state or federal law or in a manner not permitted under the agreement between Contractor and DDS, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of DDS’s PCSI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Sensitive Information: “Sensitive Information” is information maintained by DDS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information may be either public or confidential. Sensitive information is that information, for which disclosure would jeopardize the integrity of DDS.
- H. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Background check: Before Contractor's employee or workforce member (collectively "workforce members") may access DDS PCSI, the Contractor, at its discretion (based on compliance with applicable federal and state laws related to its programs), will conduct a thorough background check of the workforce member and evaluate the results to assure that there is no indication that the workforce member may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- V. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DDS PCSI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DDS (including this Exhibit). If the Contractor anticipates or wishes to disclose DDS PCSI in a manner not permitted by this agreement, it shall obtain DDS's prior written authorization from the DDS Program Contract Manager, unless disclosure is required by State or Federal law.
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DDS PCSI for any purpose other than performing the Contractor's obligations under its agreement with DDS.
- VII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DDS's PCSI, including electronic or computerized DDS PCSI. At each location where DDS PCSI exists under Contractor's control. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DDS, including this Exhibit, and which incorporates the requirements of Section VIII, Security, below. Contractor shall provide DDS with Contractor's current and updated policies within five (5) business days of a request by DDS.
- VIII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DDS's PCSI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- IX. Security Officer: At each place where DDS PCSI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DDS on matters concerning this Exhibit.
- X. Training: The Contractor shall provide, at a minimum, annual training on its obligations under this Exhibit, at its own expense, to all of its workforce members who assist in the performance of Contractor's obligations under Contractor's agreement with DDS, including this Exhibit, or otherwise use or disclose DDS PCSI. Workforce members shall not begin work or have access to DDS PCSI until they have completed this training.
- A. The Contractor shall require each workforce member who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each workforce member's certifications for DDS inspection for a period of three (3) years following contract termination or completion.
- C. Contractor shall provide DDS with its workforce member's certifications within five (5) business days of a request by DDS for the workforce member's certifications.

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

XII. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, State Administrative Manual (SAM) section 5340, Incident Management, and California Civil Code 1798.82. If Contractor is a state agency it must also take breach actions specified under California Civil Code section 1798.29, subdivision (e).

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DDS Program Contract Manager, the DDS Privacy Officer, and the DDS Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the DDS PCSI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DDS PCSI, or to whom it is known or reasonably believed to have had the DDS PCSI improperly disclosed to them; and
3. a description of where the DDS PCSI is believed to have been improperly used or disclosed; and
4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws, if applicable, requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DDS Privacy Officer and the DDS Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DDS PCSI, Contractor shall, at its sole expense, and at the sole election of DDS, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DDS Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist DDS in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or California Civil Code section 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DDS PCSI, Contractor shall, at its sole expense, and at the sole election of DDS, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e) or Section 1798.82, subdivision (f). Contractor shall inform the DDS Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist DDS in its submission of a sample copy of the notification to the Attorney General.
- F. DDS Contact Information: To direct communications to the above referenced DDS staff, the Contractor shall initiate contact as indicated herein. DDS reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| <b>DDS Program Contract Manager</b>                        | <b>DDS Privacy Officer</b>  | <b>DDS Chief Information Security Officer</b>  |
|--|---|--|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer<br><a href="mailto:privacy@dds.ca.gov">privacy@dds.ca.gov</a><br>(916) 654-2120 | Information Security Officer<br><a href="mailto:iso@dds.ca.gov">iso@dds.ca.gov</a><br>(916) 654-1704 |

- XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DDS or (at the direction of DDS) to an Individual such disclosures of DDS PCSI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any other applicable state or federal law.
- XIV. Requests for DDS PCSI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DDS Program Contract Manager all requests for disclosure of any DDS PCSI requested by third parties to the agreement between Contractor and DDS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XV. Notification of Requests by Other Entities of DDS PCSI: If the Contractor and its employees, agents, or subcontractors receive a subpoena, warrant, other legal order, demand, or Public Records Act Request (collectively, a "Request"), seeking DDS PCSI, it will promptly notify the DDS Privacy Officer and DDS Chief Information Security Officer and provide a copy of the Request along with copies of Records or data in its possession that it believes are responsive to the Request. In the event of a Request, the parties agree to consult and cooperate with each other in their respective responses, as appropriate.
- XVI. Audits, Inspection and Enforcement: DDS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DDS Program Contract Manager in writing.
- XVII. Return or Destruction of DDS PCSI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DDS for any reason, Contractor shall securely destroy the DDS PCSI within 15 days of the expiration or termination of the agreement. If return or destruction is not feasible, Contractor shall provide a written explanation within 15 days to the DDS Program Contract Manager, the DDS Privacy Officer and the DDS Chief Information Security Officer, using the contact information listed in Section XII(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DDS PCSI for the time specified as necessary to comply with the law.

- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the DDS PCSI or returns the DDS PCSI to DDS; provided however, that on expiration or termination of the agreement between Contractor and DDS, Contractor shall not further use or disclose the DDS PCSI except as required by state or federal law.
- C. Notification of Election to Destroy DDS PCSI: If Contractor destroys the DDS PCSI, Contractor shall certify in writing, to the DDS Program Contract Manager, the DDS Privacy Officer and the DDS Chief Information Security Officer, using the contact information listed in Section XII(F), above, that the DDS PCSI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new security standards as they become published and implement requirements imposed by regulations and other applicable laws relating to the security or privacy of DDS PCSI.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DDS, available to DDS at no cost to DDS to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DDS, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DDS or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DDS PCSI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XII of this Exhibit shall survive the completion or termination of the agreement between Contractor and DDS.

**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with DDS PCSI must sign a confidentiality statement (Attachment 2 to this Exhibit). The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to accessing DDS PCSI. The statement must be renewed annually. The Contractor shall retain each person's confidentiality statement for DDS inspection for a period of three (3) years following contract termination.
- B. **Workstation/Laptop encryption.** All workstations, laptops, devices (including smart phones) that process and/or store DDS PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DDS Information Security Office. Contact the DDS State Contract Manager to obtain a copy of the CHHS Security Policy – Data Encryption.
- C. **Server Security.** All servers containing DDS PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- D. **Minimum Necessary.** Only the minimum necessary amount of DDS PCSI required to perform necessary business functions may be copied, downloaded, or exported.
- E. **Removable media devices.** All electronic files that contain DDS PCSI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- F. **Antivirus software.** All workstations, laptops and other systems that process and/or store DDS PCSI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- G. **Patch Management.** All workstations, laptops and other systems that process and/or store DDS PCSI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches must be up to date and installed in a timely manner as determined by the DDS.

- H. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DEPT. ACRONYM PCSI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- I. **Data Sanitization.** All DDS PCSI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DDS PCSI is no longer needed.

## 2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DDS PCSI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DDS PCSI, or which alters DDS PCSI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DDS PCSI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DDS PCSI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DDS PCSI can be encrypted. This requirement pertains to any type of DDS PCSI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DDS PCSI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DDS PCSI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DDS PCSI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DDS PCSI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

### 4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DDS PCSI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DDS PCSI to maintain retrievable exact copies of DDS PCSI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DDS PCSI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DDS data.

### 5. Paper Document Controls

- A. **Supervision of Data.** DDS PCSI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DDS PCSI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DDS PCSI is contained shall be escorted and DDS PCSI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DDS PCSI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the DDS PCSI is no longer needed.
- D. **Removal of Data.** DDS PCSI must not be removed from the premises of the Contractor except with express written permission of DDS.
- E. **Faxing.** Faxes containing DDS PCSI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

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

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**Attachment 2**

**CALIFORNIA DEPARTMENT OF DEVELOPMENTAL SERVICES  
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by the California Department of Developmental Services (“DDS”) and provided to Contractor may contain personal, confidential and/or sensitive information (“PCSI”) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the PCSI of the DDS is subject to strict confidentiality and security requirements imposed by state and federal law, which may include, but are not limited to the Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §6250 et seq., California Penal Code §502, 11140-11144, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, the California Welfare and Institutions Code §§10850, 4514, 5328, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50.

The Confidentiality and Security Compliance Statement must be signed and returned with the Contract.

Project Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Information Security Officer (or authorized official responsible for business’ information security program):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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